CITY OF SAN ANGELO TEXAS
Development Corporation

# Agenda
# 5/22/2019

Notice is hereby given of a regular meeting of the City of San Angelo Development Corporation (COSADC) to be held on May 22, 2019 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Prayer**
3. **Public Comment**

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than three minutes. Board members may request that a discussed item be placed on a future agenda. The Board takes public comment on all Regular Agenda items during the discussion of those items.

4. **Consent Agenda**
   a. Consider approving the April 24, 2019 meeting minutes
   b. Consider approving necessary corporation disbursements
   c. Consider approving the April 2019 financial statements
5. **Regular Agenda**
   a. Consider a resolution of COSADC Board of Directors authorizing the use of sales and use tax funds in an amount not to exceed $60,000 to provide an Economic Development Incentive to JACK P. GRAVES AND. KIMBERLY D. GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C, and authorizing the Director of Economic Development to prepare an economic development performance agreement with JACK P. GRAVES AND. KIMBERLY D. GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING in compliance with the Development Corporation Act in a form approved by the City Attorney's Office; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator)
   b. Consider a resolution in support of the service of Guy Andrews, Director of Economic Development for The City of San Angelo, on the Permian Basin Freight Advisory Committee established by the Permian Basin MPO and finding a benefit to the corporation. (Presentation by Guy Andrews, Director of Economic Development)

c. Semi annual update report for the Business Factory - Business Incubator Program (Presentation by David Erickson, Director of ASU Small Business Development Center)

d. Consideration and possible action on proposed, restated COSADC By-laws (Presentation by Guy Andrews, Director of Economic Development)

e. Consider a resolution authorizing reimbursement to the City of San Angelo for purchase of one pickup truck in a sum not to exceed $35,000, plus associated costs, for City Administrative Services necessary for oversight of subdivision development of the City of San Angelo Business and Industrial park and other current and planned corporation incentivised city projects, site visits to private incentivised projects, and participation in authorized economic development promotional, educational and other necessary corporate related activities. (Presentation made by Guy Andrews, Director of Economic Development)

f. Consider a resolution authorizing the Board President to negotiate and execute a professional services marketing and promotional agreement with McLaughlin Advertising to promote the 2019 Business Plan Competition in an amount not to exceed $5,000 and other promotional services upon request (Presentation made by Nora Nevarez, Economic Development Assistant)

**6. Closed Session**

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

a. Section 551.087 to deliberate regarding commercial or financial information that the Board is receiving from business prospects with whom economic development negotiations are being conducted, and discuss financial or other incentives relating to the following projects:

   Project 2019-S28
   Project 2019-DB68
   Project Chem 2

b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

   A vacant tract of land being 180 +/- acres out of J C Matthews Abstract 8071, Survey 0178, and being a portion of Property identified as Tax ID #61-08071-0711-000-00, located adjacent to the south right of way of FM 2105 approximately 1.5 miles west of Hwy 277

**7. Follow Up and Administrative Issues**

a. Announcements and consideration of Future Agenda Items

**8. Adjournment**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 17th day of May, 2019 at 4:00 p.m.

_____

Guy Andrews, Economic Development Director

All agenda items are subject to action. All contracts/agreements may be subject to further negotiation prior to execution. The Board reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code. In compliance with the Americans with Disabilities Act, the City of San Angelo Development Corporation will provide for reasonable accommodations for persons attending board meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the Economic Development Office at 325-653-7197. COSADC meetings are broadcast on Channel 17-Government Access at 8:00 A.M. on every Wednesday on the Wednesday after each meeting.

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: May 22, 2019

Item type: Consent Item

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**Caption:**

Consider approving the April 24, 2019 meeting minutes

**Summary/History:**

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

1. COSADC Minutes April 24, 2019 — COSADC Minutes April 24, 2019.doc

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Robert Schneeman | Created/Initiated |
| Guy Andrews | Approved |
| Dan Saluri | Final Approval |

City of San Angelo, Texas
Development Corporation Meeting
Wednesday, April 24, 2019

Todd Kolls, President
Bill Dendle, First Vice President
Dr. David Cummings, Second Vice President
Edward Carrasco, Director
Max Puello, Director
Garland Freeze, Director
Erika Lara, Director

1. **Call to Order**

With a quorum of the City of San Angelo Development Corporation Board Members present, President Toll Kolls called the regular session of the City of San Angelo Development Corporation meeting to order at 8:32 a.m. on Wednesday, April 24, 2019in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, TX 76903

2. **Prayer**

**An invocation was provided by First Vice President Dendle.**

3. **Public Comment**

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than three minutes. Board members may request that a discussed item be placed on a future agenda. The Board takes public comment on all Regular Agenda items during the discussion of those items.

**President Kolls introduced and welcomed newly appointed Ms. Erika Lara to the board.**

4. **Consent Agenda**

   a. Consider approving the March 27, 2019 meeting minutes

   b. Consider Approving the necessary Corporation Disbursements

   c. Consider a resolution authorizing the Board President to negotiate and execute a Business Resource Center Office Lease Agreement with James T. Hill, d/b/a JT Hill & Co.

**Motion: Director Carrasco made the motion, seconded by First Vice President Dendle to approve the consent agenda as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.**

**5. Regular Agenda**

a. Consider approving the March 2019 financial statements (Presentation by Tina Dierschke, Director of Finance)

**Motion: Director Freeze made a motion, seconded by Director Carrasco to approve the March 2019 Financial Statements. The motion carried unanimously seven (7) ayes to zero (0) nays.**

b. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed $200,000 to provide an Economic Development Incentive to SMC-Global for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 504 Subchapter C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator & Michael Looney, Vice President of Economic Development)

**No action taken on this item.**

c. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed $50,000 to provide an Economic Development Incentive to Ener-Tel Services for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 504 Subchapter C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

**No action taken on this item.**

d. Consider a resolution authorizing the Board President or his designee to negotiate and execute a Memorandum of Understanding with the City of San Angelo relating to infrastructure improvements necessary for platting a 153.007 +/- acre portion of the subdivision of Phase II of the San Angelo Business & Industrial Park encompassing a future allocation of up to four million dollars. (Presentation by Robert Schneeman, Economic Development Project Manager)

**Motion: Director Puello made a motion, seconded by First Vice President Dendle to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.**

e. Presentation of the Chamber of Commerce 2nd Quarter Report, January - March 2019 (Presentation made by Michael Looney, Vice President of Economic Development)

**No action taken on this item.**

**6. Closed Session**

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

**At 9:13 a.m., the Board convened in Executive Session under the provision of Government Code, Title 5. Open Government, Chapter 551. Open Meeting, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:**

a. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

A vacant tract of land being180+/-acres out of JC Matthews Abstract 8071, Survey 0178, and being a portion of Property identified as Tax ID #61-08071-0711-000-00

b. Section 551.087 to deliberate regarding commercial or financial information that the Board is receiving from business prospects with whom economic development negotiations are being conducted, and discuss financial or other incentives relating to the following projects:

Project 2019-S28
Project 2019-DB68
Project 2019-J32
Project Chem 1
Project Chem 2

**No action was taken.**

**7. Follow Up and Administrative Issues**

a. Announcements and consideration of Future Agenda Items

**At 9:48 a.m. the Board reconvened**

**Motion: First Vice President Dendle made a motion, seconded by Director Carrasco to approve the purchase of a vacant tract of land being 180 +/- acres out of J C Matthews Abstract 8071, Survey 0178, and being a parcel of Property identified as Tax ID #61-08071-0711-000-00, also being a parcel of property located adjacent to the south right-of-way of FM 2105 approximately 1.5 miles west of the intersection of FM 2105 and Hwy 277, and authorizing the board president to negotiate and execute a contract for the purchase of the real estate as presented at $3,000 per acre plus related costs, and to execute all related documents. Further, the contract includes provisions restricting the use of the property as a landfill and reserving unto Grantors and Grantors' successors and assigns one half (1/2) of Grantors' interest in all, oil, gas and other minerals in, on or under the Property described hereinabove; provided that such reservation does not include a right in Grantors or their**

**representatives, successors or assigns of ingress and egress upon the surface of the Property for the purposes of exploration, extraction, development, production, storage or transportation of such oil, gas or other minerals; such right of ingress and egress upon the surface of the Property being released by Grantors and their representatives, successors or assigns, it being expressly provided that any production of such minerals shall be from the surface of adjacent property or through the pooling of such mineral interests for development with other parcels. The motion carried unanimously seven (7) ayes to zero (0) nays.**

**8. Adjournment**

**Motion: At 9:53 a.m., Second Vice President Dr. Cummings made a motion, seconded by Director Puello to adjourn the meeting. The motion carried unanimously seven (7) ayes, to zero (0) nays.**

THE CITY OF SAN ANGELO

_____
Corporation President

ATTEST:

_____
Corporation Secretary

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplement Minute Record. Details on Board meetings may be obtained from the City Clerk's Office. (Portions of the video recording may be distorted due to equipment malfunction or other uncontrollable factors.)

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Robert Schneeman, Economic Development Coordinator, COSADC, 325.653.7197

Meeting Date: May 22, 2019

Item type: Consent Item

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**Caption:**

Consider approving necessary corporation disbursements

**Summary/History:**

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

1. Disbursement 05-22-2019 — Disbursement 05-22-2019.pdf

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Robert Schneeman | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

**City of San Angelo Development Corporation**
**Check Disbursements**
**For Board Approval May 22, 2019**

**Economic Development**

| | | | | |
|---|---|---|---|---|
| COSA | $ | 137,093.40 | 2nd Qtr Admin Services | *Ck. 4579* |
| Principal LED | | 100,000.00 | 2019 Capital Invest. Exp. | *Ck. 4552* |
| Carter-Fentress | | 16,000.00 | Capital Investment Exp. Incentive | *Ck. 4570* |
| Parkhill Smith & Cooper | | 7,683.50 | Prof Serv March 1-31, 2019 Phase II Indust. Park (Inv. 01940617.00-16) | *Ck. 4566* |
| Impact Data Source | | 6,382.00 | Impact Dashboard annual subscription (Inv. 16743) | *Ck. 4577* |
| COSA | | 5,341.79 | Reimburse 2nd Qtr P-card (Admin = $929.38; Admin travel & lodging = $1,402.86; Admin Training = $1,609.00; Business Factory = $248.58; Admin office supply = $51.97; Admin Prof dues = $500.00; & Promotion = $600.00 | *Ck. 4571* |
| COSA | | 5,000.00 | Reimburse for Zactax subscription (Inv. 50505) | |
| Shea Transportation | | 4,400.00 | Consulting Serv (Inv.2) | *Ck. 4576* |
| Community Development Strategies | | 2,483.94 | Housing Study Analysis - reimbursement (Inv. 13121) | *Ck. 4575* |
| **Total for Board Consideration** | **$** | **147,291.23** | | |
| Dirt Doctor | $ | 725.00 | General cleaning at BRC (Inv. 3756) | |
| J & R SilvaTree Serv & Landscaping | | 723.00 | Landscaping services at Industrial Park & BRC (Inv. 2402 & 2403) | *Ck. 4584* |
| Rock Your World | | 292.26 | Business Plan FY 18 - 1st Place (Inv. 1030) | |
| Automatic Fire Protection, Inc. | | 250.00 | Annual fire sprinkler inspec. & backflow test at BRC (Inv. 29371) | *Ck. 4568* |
| Chamber of Commerce | | 250.00 | March 2019 luncheon (Inv. 85535) | *Ck. 4564* |
| Kirbo's Office System | | 245.22 | Copier overage charge (Inv. 297680) | *Ck. 4574* |
| COSA Utilitiy Billing | | 221.43 | Water meters at Industrial Park = $92.09 & water & sewer at BRC + $129.34 | |
| Sam's | | 145.52 | Refreshments for Housing Study | *Ck. 4578* |
| Canon Finacial | | 171.32 | Monthly copier rental for Business Factory (Inv. 19956259) | *Ck. 4565* |
| House of Chemicals | | 164.46 | Cleaning supplies for BRC (Inv. 558580) | *Ck. 4563* |
| Chamber of Commerce | | 144.00 | May 2019 Luncheon (Inv. 86185) | *Ck. 4583* |
| Protection1 | | 124.94 | Burglar & Fire alarm monitor at BRC & fix control panel (Inv. 128410188) | *Ck. 4572* |
| Angelo Awards | | 100.89 | Plaque for Business Factory Grad - OdomRD (Inv. 5649) | *Ck. 4573* |
| COSA Utilitiy Billing | | 92.09 | Water meters at Industrial Park | *Ck. 4581* |
| Angelo Water Service | | 86.25 | Water delivery and water cooler rental | |
| Atmos Energy | | 58.40 | Gas Utilities at BRC (Serv date 04/06/19 - 05/03/19) | *Ck. 4580* |
| House of Chemicals | | 55.58 | Cleaning supplies (Inv. 558901) | *Ck. 4582* |
| FedEx | | 6.06 | Standard Overnight mail (Inv. 652527285) | *Ck. 4567* |
| | **$** | **3,856.42** | | |
| **Total Economic Development Disbursements** | **$** | **151,147.65** | | |
| **Ballot** | | | | |
| COSA | $ | 15,232.60 | 2nd Qtr Admin Serv | *Ck. 1511* |
| COSA | | 1,135.00 | Reimburse WT Water Partnership - March 2019 | *Ck. 1510* |
| **Total for Board Consideration** | **$** | **16,367.60** | | |
| **Total Routine Disbursements** | **$** | **-** | | |
| **Total Ballot Disbursements** | **$** | **16,367.60** | | |
| **Grand Total Disbursements this Period** | **$** | **167,515.25** | | |

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Robert Schneeman, Economic Development Coordinator, COSADC, 325.653.7197

Meeting Date: May 22, 2019

Item type: Consent Item

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**Caption:**

Consider approving the April 2019 financial statements

**Summary/History:**

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

1. COSADC Stmts 1904 COSADC Stmts 1904.pdf

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Robert Schneeman | Created/Initiated |
| Dan Saluri | Approved |
| Tina Dierschke | Approved |
| Guy Andrews | Final Approval |

# City of San Angelo Development Corporation

## Financial Information and Schedules
## As of April 30, 2019

Contents


Executive Summary

Economic Development

- Balance Sheet
- Revenue & Expenditure Report
- Project Commitments

Ballot

- Balance Sheet
- Revenue & Expenditure Report
- Project Commitments

Transaction Detail by Account

2011 Bond Issue

Hickory Water Supply


**This UNAUDITED information is designed for internal use and analysis only.**

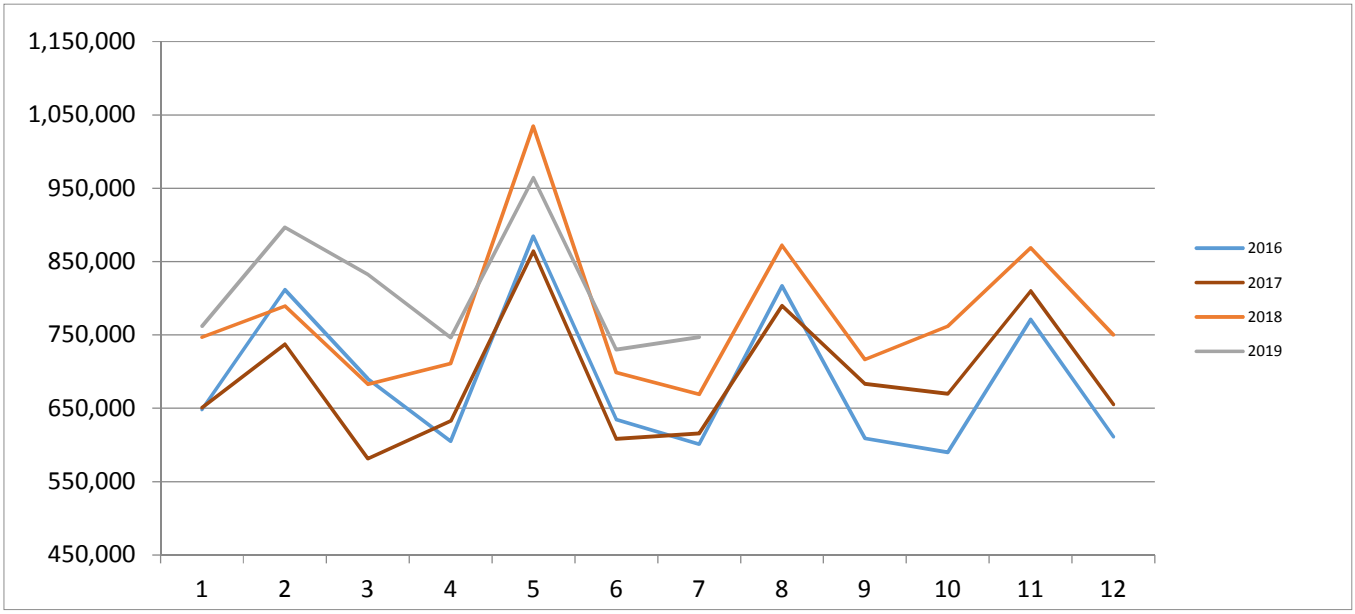
# City of San Angelo Development Corporation
## Executive Summary
## April 2019

Available Fund Balances

| | |
|---|---|
| Unassigned Fund Balance-Economic Development | 9,506,374 |
| Unassigned Fund Balance-Ballot | 258,929 |

Sales Tax Analysis

| Month | 2016 | 2017 | 2018 | 2019 | % Over/(Under) |
|---|---|---|---|---|---|
| Oct | 648,367 | 650,926 | 747,063 | 761,865 | 1.98% |
| Nov | 811,466 | 737,436 | 789,302 | 896,890 | 13.63% |
| Dec | 690,231 | 581,382 | 683,012 | 832,486 | 21.88% |
| Jan | 605,393 | 632,603 | 711,415 | 746,604 | 4.95% |
| Feb | 884,468 | 864,339 | 1,034,662 | 964,281 | -6.80% |
| Mar | 635,021 | 608,253 | 699,086 | 730,020 | 4.42% |
| Apr | 601,420 | 615,673 | 669,034 | 747,020 | 11.66% |
| May | 816,925 | 789,680 | 872,259 | | |
| Jun | 608,947 | 683,530 | 716,509 | | |
| Jul | 590,012 | 669,686 | 761,927 | | |
| Aug | 771,109 | 809,685 | 868,604 | | |
| Sep | 611,361 | 655,327 | 750,212 | | |



**City of San Angelo Development Corporation**
**Balance Sheet - Economic Development**
**As of April 30, 2019**

| | |
|---|---|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 101101 · Cash | 455,435 |
| 103200 · Money Market | 5,138,472 |
| Total Checking/Savings | 5,593,907 |
| Accounts Receivable | |
| 115000 · Sales Tax Receivables | 439,970 |
| Total Accounts Receivable | 439,970 |
| Other Current Assets | |
| 117000 · Investments | 10,001,998 |
| Total Other Current Assets | 10,001,998 |
| Total Current Assets | 16,035,875 |
| Fixed Assets | |
| 140500 · Land -Industrial Park | 85,728 |
| 141000 · Industrial Park-Phase I | 734,002 |
| 143000 · Industrial Park-Phase II | 38,624 |
| 144000 · Industrial Park-Phase III | 20,377 |
| 152000 · Building-Business Resource Ctr | 2,004,967 |
| 159999 · Accum Depr-Building | (659,968) |
| Total Fixed Assets | 2,223,730 |
| TOTAL ASSETS | 18,259,605 |
| LIABILITIES & FUND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| 201000 · Accounts Payable | 139,372 |
| Total Current Liabilities | 139,372 |
| Total Liabilities | 139,372 |
| Fund Equity | |
| Committed for Eco. Dev. Projects | 6,390,129 |
| Restricted for Fixed Assets | 2,223,730 |
| Unassigned Fund Balance | 9,506,374 |
| Total Fund Equity | 18,120,233 |
| TOTAL LIABILITIES & FUND EQUITY | 18,259,605 |

**City of San Angelo Development Corporation**
**Revenue & Expenditure Report - Economic Development**
**April 2019**

| | Budget | Month Actual | YTD Actual | Over/(Under) Budget | % of Budget |
|---|---|---|---|---|---|
| Revenues | | | | | |
| 313000 · Income-Sales & Use Tax | 2,581,684 | 221,556 | 1,595,763 | (985,921) | 62% |
| 360000 · Interest on Investments | 100,000 | 11,192 | 170,409 | 70,409 | 170% |
| 363101 · Lease Income | 55,894 | 2,605 | 23,775 | (32,119) | 43% |
| 366000 · Reimbursements | 0 | 0 | 10,874 | 10,874 | 100% |
| Total Revenues | 2,737,578 | 235,353 | 1,800,821 | (936,757) | 66% |
| Expenditures | | | | | |
| 410000 · Administrative | 125,043 | 6,972 | 40,269 | (84,774) | 32% |
| 412000 · Partner Affiliations | 103,892 | 0 | 101,297 | (2,595) | 98% |
| 415000 · City Services | 548,373 | 0 | 274,186 | (274,187) | 50% |
| 415331 · Annual Report | 500 | 0 | 0 | (500) | 0% |
| 420000 · Industrial Park Ops & Maint | 16,310 | 92 | 6,547 | (9,763) | 40% |
| 440000 · Marketing-Chamber of Commerce | 225,000 | 56,250 | 168,750 | (56,250) | 75% |
| 440200 · Business Ret & Exp Prog | 125,853 | 250 | 7,338 | (118,515) | 6% |
| 445000 · Promotion (SADC Marketing) | 5,000 | 0 | 0 | (5,000) | 0% |
| 450000 · Business Resource Ctr | 36,817 | 2,465 | 23,655 | (13,162) | 64% |
| 452101 · Business Factory | 87,000 | 1,172 | 11,565 | (75,435) | 13% |
| Total Operating Expenditures | 1,273,788 | 67,201 | 633,607 | (640,181) | 50% |
| 452115 · Project-Blue Cross Blue Shield | 37,119 | 0 | 0 | (37,119) | 0% |
| 452119 · Project-Air Service Marketing | 5,955 | 0 | 5,000 | (955) | 84% |
| 452124 · Project-DeCoty Coffee | 81,734 | 168 | 168 | (81,566) | 0% |
| 452132 · Project-TGC/GAFB | 8,399 | 0 | 0 | (8,399) | 0% |
| 452134 · Project-Principal LED | 109,005 | 63,324 | 63,324 | (45,681) | 58% |
| 452136 · Project-Phase II Sewer Line | 96,000 | 0 | 0 | (96,000) | 0% |
| 452137 · Project-TXDOT Aside Prog. Grant | 60,500 | 0 | 0 | (60,500) | 0% |
| 452138 · Project-CalTech | 582,899 | 20,000 | 20,000 | (562,899) | 3% |
| 452139 · Project-Parkhill | 84,548 | 11,911 | 30,915 | (53,633) | 37% |
| 452140 · Project-Grant Works | 50,000 | 0 | 0 | (50,000) | 0% |
| 452142 · Project-Netco | 10,000 | 0 | 4,500 | (5,500) | 45% |
| 452145 · Project-Elite Solutions | 40,260 | 0 | 0 | (40,260) | 0% |
| 452146 · Project-GAFB | 1,500,000 | 64,424 | 311,295 | (1,188,705) | 21% |
| 452147 · Project-Ind Park Phase II | 2,000,000 | 0 | 200 | (1,999,800) | 0% |
| 452149 · Project-Howard College Const Tr | 128,030 | 0 | 54,925 | (73,105) | 43% |
| 452151 · Project-US Customs Retention | 25,000 | 0 | 0 | (25,000) | 0% |
| 452152 · Project-US Customs Retention Ph. II | 49,225 | 0 | 49,225 | 0 | 100% |
| 452153 · Project-Airport Master Plan | 120,991 | 0 | 120,991 | 0 | 100% |
| 452154 · Project-Principal LED BREP | 300,147 | 100,000 | 100,000 | (200,147) | 33% |
| 452155 · Project-Carter Fentress | 20,000 | 0 | 0 | (20,000) | 0% |
| 452156 · Project-Shea Transportation | 49,000 | 2,390 | 2,390 | (46,610) | 5% |
| 452157 · Project-Chadbourne | 1,500,000 | 0 | 0 | (1,500,000) | 0% |
| 452158 · Project-Comm. Dev. Strategies | 65,000 | 28,250 | 28,250 | (36,750) | 43% |
| 452159 · Project-Centurion Planning | 7,500 | 0 | 0 | (7,500) | 0% |
| 452160 · Project-Ener-Tel | 50,000 | 0 | 0 | (50,000) | 0% |
| 452163 · Project-SMC | 200,000 | 0 | 0 | (200,000) | 0% |
| 452900 · Project-Future Projects | 1,448,155 | 0 | 0 | (1,448,155) | 0% |
| 453000 · Capital Purchases | 30,000 | 0 | 0 | (30,000) | 0% |
| Total Project Expenditures | 8,659,467 | 290,467 | 791,183 | (7,868,284) | 9% |
| Total Expenditures | 9,933,255 | 357,668 | 1,424,790 | (8,508,465) | 14% |
| Revenue Over/(Under) Expenditures | (7,195,677) | (122,315) | 376,031 | 7,571,708 | |

# City of San Angelo Development Corporation
## Economic Development Projects
## As of April 30, 2019

| Project | Original Allocation | Current Allocation | Current Year Activity | Inception to Date | Remaining Allocation |
|---|---|---|---|---|---|
| Blue Cross Blue Shield | 371,190 | 371,190 | 0 | 334,071 | 37,119 |
| Air Service Marketing | 60,000 | 60,000 | 5,000 | 59,045 | 955 |
| DeCoty Coffee | 101,835 | 101,835 | 168 | 20,269 | 81,566 |
| TGC/GAFB | 633,000 | 633,000 | 0 | 624,601 | 8,399 |
| Principle LED | 550,001 | 550,001 | 63,324 | 504,320 | 45,681 |
| Phase II Sewer Line TGC | 100,000 | 100,000 | 0 | 4,000 | 96,000 |
| TXDOT Aside Prog. Grant | 100,000 | 100,000 | 0 | 39,500 | 60,500 |
| CalTech | 603,999 | 603,999 | 20,000 | 41,100 | 562,899 |
| Parkhill | 308,000 | 323,000 | 30,915 | 269,367 | 53,633 |
| Grant Works | 54,000 | 54,000 | 0 | 4,000 | 50,000 |
| Netco | 60,000 | 60,000 | 4,500 | 54,500 | 5,500 |
| Elite Solutions | 40,260 | 40,260 | 0 | 0 | 40,260 |
| GAFB | 1,500,000 | 1,500,000 | 311,295 | 311,295 | 1,188,705 |
| Ind Park Phase II | 2,000,000 | 2,000,000 | 200 | 200 | 1,999,800 |
| Howard College Construction Trades | 168,000 | 168,000 | 54,925 | 94,895 | 73,105 |
| US Customs Retention | 25,000 | 25,000 | 0 | 0 | 25,000 |
| US Customs Retention Ph. II | 46,435 | 49,225 | 49,225 | 49,225 | 0 |
| Airport Master Plan | 120,991 | 120,991 | 120,991 | 120,991 | 0 |
| Principle LED BREP | 300,147 | 300,147 | 100,000 | 100,000 | 200,147 |
| Carter Fentress | 20,000 | 20,000 | 0 | 0 | 20,000 |
| Shea Transportation | 49,000 | 49,000 | 2,390 | 2,390 | 46,610 |
| Chadbourne | 1,500,000 | 1,500,000 | 0 | 0 | 1,500,000 |
| Comm. Dev. Strategies | 65,000 | 65,000 | 28,250 | 28,250 | 36,750 |
| Centurion | 7,500 | 7,500 | 0 | 0 | 7,500 |
| Ener-Tel | 50,000 | 50,000 | 0 | 0 | 50,000 |
| SMC | 200,000 | 200,000 | 0 | 0 | 200,000 |
| | 9,034,358 | 9,052,148 | 791,183 | 2,662,019 | 6,390,129 |

| | |
|---|---|
| Total Committed, Not Expended | 6,390,129 |

**City of San Angelo Development Corporation**
**Balance Sheet - Ballot**
**As of April 30, 2019**

| | |
|---|---|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 101101 · Cash | 3,366 |
| 103200 · Money Market | 4,586,020 |
| Total Checking/Savings | 4,589,386 |
| Accounts Receivable | |
| 115000 · Sales Tax Receivables | 1,127,466 |
| 115201 · Note Receivable | 10,125 |
| Total Accounts Receivable | 1,137,591 |
| Total Current Assets | 5,726,977 |
| TOTAL ASSETS | 5,726,977 |
| LIABILITIES & FUND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| 201000 · Accounts Payable | 15,233 |
| Total Current Liabilities | 15,233 |
| Total Liabilities | 15,233 |
| Fund Equity | |
| Committed for Ballot Projects | 349,267 |
| Assigned for Debt Service | 5,103,548 |
| Unassigned Fund Balance | 258,929 |
| Total Fund Equity | 5,711,744 |
| TOTAL LIABILITIES & FUND EQUITY | 5,726,977 |

# City of San Angelo Development Corporation
# Revenue & Expenditure Report - Ballot
# April 2019

| | Budget | Month Actual | YTD Actual | Over/(Under) Budget | % of Budget |
|---|---|---|---|---|---|
| Revenues | | | | | |
| 313000 · Income-Sales & Use Tax | 6,638,617 | 569,714 | 4,103,391 | (2,535,226) | 62% |
| 360000 · Interest on Investments | 30,000 | 8,745 | 40,456 | 10,456 | 135% |
| Total Revenues | 6,668,617 | 578,459 | 4,143,847 | (2,524,770) | 62% |
| Expenditures | | | | | |
| 410000 · Administrative | 4,512 | 4,512 | 4,512 | 0 | 100% |
| 415000 · City Services | 60,930 | 0 | 30,466 | (30,464) | 50% |
| 430000 · Loan/Debt Service | 5,279,175 | 0 | 0 | (5,279,175) | 0% |
| Total Operating Expenditures | 5,344,617 | 4,512 | 34,978 | (5,309,639) | 1% |
| 451200 · Project-Affordable Housing | 361,139 | 44,004 | 185,690 | (175,449) | 51% |
| 452123 · Project-W. Tx Water Partnership | 200,000 | 1,135 | 26,182 | (173,818) | 13% |
| 452900 · Project-Future Projects | 819,135 | 0 | 0 | (819,135) | 0% |
| Total Project Expenditures | 1,380,274 | 45,139 | 211,872 | (1,168,402) | 15% |
| Total Expenditures | 6,724,891 | 49,651 | 246,850 | (6,478,041) | 4% |
| Revenue Over/(Under) Expenditures | (56,274) | 528,808 | 3,896,997 | 3,953,271 | |

**City of San Angelo Development Corporation**
**Ballot Projects**
**As of April 30, 2019**

| Project | Project Allocation | Current Year Activity | Inception to Date | Remaining Allocation |
|---|---|---|---|---|
| **Ballot Projects:** | | | | |
| **Water Supply Projects** | | | | |
| West Texas Water Partnership | 655,708 | 26,182 | 481,890 | 173,818 |
| * Reclaimed Water Alternatives | 1,389,965 | 0 | 1,389,965 | - |
| * Red Arroyo Storm Water Basin | 151,040 | 0 | 151,040 | - |
| Total Expenditures | 2,196,713 | 26,182 | 2,022,895 | 173,818 |
| Total Water Supply Projects | | | | 173,818 |
| **Affordable Housing** | | | | |
| Revenues | | | | |
| * Sale of Fixed Assets - Blackshear Properties | 394,351 | 0 | 394,351 | - |
| Total Revenues | | | | |
| Expenditures | | | | |
| Affordable Housing | 3,159,195 | 185,690 | 2,983,746 | 175,449 |
| * Administrative Contract | 120,405 | 0 | 120,405 | - |
| * Blackshear Neighborhood Boundary | 28,300 | 0 | 28,300 | - |
| * Blackshear Properties | 404,125 | 0 | 404,125 | - |
| * Neighborhood Blitz | 550,000 | 0 | 550,000 | - |
| * Neighbors Helping Neighbors | 53,000 | 0 | 53,000 | - |
| * Rebuilding Together - Housing One Stop | 23,759 | 0 | 23,759 | - |
| * Rebuilding Together - Housing Repair | 74,920 | 0 | 74,920 | - |
| * Rehabs | 114,487 | 0 | 114,487 | - |
| * Roofing Grant | 200,000 | 0 | 200,000 | - |
| Total Expenditures | 4,728,191 | 185,690 | 4,552,743 | 175,449 |
| Total Affordable Housing | | | | 175,449 |
| **Other Projects** | | | | |
| * Sports Facilities Maintenance | 285,353 | 0 | 285,353 | - |
| Total Expenditures | 285,353 | 0 | 285,353 | - |
| Total Ballot Projects Committed, Not Expended | | | | 349,267 |
| **Voter Approved Projects:** | | | | |
| * Fort Concho Improvements | 900,000 | 0 | 900,000 | - |
| * Sports & Athletics Facilities | 708,744 | 0 | 708,744 | - |
| * 29th Street Sports Complex | 1,750,000 | 0 | 1,750,000 | - |
| Total Expenditures | 3,358,744 | - | 3,358,744 | - |
| Total Voter Approved Projects Committed, Not Expended | | | | - |

* Completed

# Economic Development

| | Num | Name | Memo | Amount |
|---|---|---|---|---|
| **313000 · Income-Sales & Use Tax (700-0000-313.00-00)** | | | | |
| | 910 | City of San Angelo | Adjustment to February Sales Tax Receivable | 25,194.04 |
| | 911 | City of San Angelo | Record April Sales Tax Receivable | 196,361.52 |
| Total 313000 · Income-Sales & Use Tax (700-0000-313.00-00) | | | | 221,555.56 |
| **360000 · Interest on Investments (700-0000-361.10-00)** | | | | |
| | 914 | | Record Interest for April | 1,436.33 |
| | 914 | | Record MM Interest for April | 9,756.01 |
| Total 360000 · Interest on Investments (700-0000-361.10-00) | | | | 11,192.34 |
| **363101 · Lease Income** | | | | |
| **363104 · Business Factory** | | | | |
| | 125 | Centurion Planning & Design | April Rent | 798.65 |
| | 5265 | Hawkins Group. | April Rent | 299.15 |
| | 912 | Centurion Planning & Design, LLC | Rent for the Month of May | 1,208.31 |
| | 913 | Hawkins Group. | Rent for the Month of May | 299.15 |
| Total 363104 · Business Factory | | | | 2,605.26 |
| Total 363101 · Lease Income | | | | 2,605.26 |
| **410000 · Administrative** | | | | |
| **410332 · Admin-Software** | | | | |
| | 4550 | City of San Angelo (COSA) | Internet Web Services | -86.94 |
| Total 410332 · Admin-Software | | | | -86.94 |
| **410335 · Admin-Technology Capital** | | | | |
| | 4543 | Dell Marketing LP/Round Rock | Inv. 10307303939 | -1,473.77 |
| Total 410335 · Admin-Technology Capital | | | | -1,473.77 |
| **410520 · Admin-Insurance** | | | | |
| | 4545 | PK Kelley Insurance Agency | Directors & Officers Liability renewal insurance | -4,367.00 |
| Total 410520 · Admin-Insurance | | | | -4,367.00 |
| **410530 · Admin-Communication** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 527.52 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -527.52 |
| Total 410530 · Admin-Communication | | | | 0.00 |
| **410531 · Admin-Cell Phone** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 600.00 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -600.00 |
| Total 410531 · Admin-Cell Phone | | | | 0.00 |
| **410580 · Admin-Travel & Lodging** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 1,344.55 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -1,344.55 |
| Total 410580 · Admin-Travel & Lodging | | | | 0.00 |
| **410591 · Admin-Professional Dues** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 15.00 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -15.00 |
| Total 410591 · Admin-Professional Dues | | | | 0.00 |
| **410605 · Admin-Public Notices** | | | | |
| | 4561 | San Angelo Standard Times | Acct. 836825 03/01/19 - 03/31/19 | -799.50 |
| Total 410605 · Admin-Public Notices | | | | -799.50 |
| **410610 · Admin-Office Supplies (700-0000-411.06-10)** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 365.28 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -365.28 |
| | 4554 | Staples Advantage | Inv. 3409352846 | -186.67 |
| | 4562 | FastSigns | Inv. 613-9610 | -40.26 |
| | 4569 | Angelo Awards | Inv. 5655 | -11.85 |
| Total 410610 · Admin-Office Supplies (700-0000-411.06-10) | | | | -238.78 |

| | Num | Name | Memo | Amount |
|---|---|---|---|---|
| **410614 · Admin-Postage** | | | | |
| | 909R | | Accrue Reimburse 2nd Quarter HTE Expenses | 26.58 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -26.58 |
| | 4567 | FedEx | Inv. 6-525-27285 | -6.06 |
| Total 410614 · Admin-Postage | | | | -6.06 |
| Total 410000 · Administrative | | | | -6,972.05 |
| **420000 · Industrial Park Ops & Maint** | | | | |
| **420411 · Ind Park-Water/Sewer Utilities** | | | | |
| | 4556 | San Angelo Water Utilities | Acct. 118947-187774 02/27/19 - 03/31/19 | -34.85 |
| | 4556 | San Angelo Water Utilities | Acct. 118947-187770 02/28/19 - 04/01/19 | -28.62 |
| | 4556 | San Angelo Water Utilities | Acct. 118947-187772 02/27/19 - 04/01/19 | -28.62 |
| Total 420411 · Ind Park-Water/Sewer Utilities | | | | -92.09 |
| Total 420000 · Industrial Park Ops & Maint | | | | -92.09 |
| **440000 · Marketing-Chamber of Commerce (700-0000-411.05-40)** | | | | |
| | 4540 | San Angelo Chamber of Commerce | Inv. 2019/04 | -56,250.00 |
| Total 440000 · Marketing-Chamber of Commerce (700-0000-411.05-40) | | | | -56,250.00 |
| **440200 · Business Ret & Exp Prog** | | | | |
| | 4564 | San Angelo Chamber of Commerce | Inv. 85535 | -250.00 |
| Total 440200 · Business Ret & Exp Prog | | | | -250.00 |
| **450000 · Business Resource Ctr** | | | | |
| **450010 · BRC-Water/Sewer Utilities** | | | | |
| | 4556 | San Angelo Water Utilities | Acct. 171939-179340 02/27/19 - 04/01/19 | -116.44 |
| | 4556 | San Angelo Water Utilities | Acct. 186765-50710 02/27/19 - 03/28/19 | -17.25 |
| Total 450010 · BRC-Water/Sewer Utilities | | | | -133.69 |
| **450011 · BRC-Electricity** | | | | |
| | 909R | | Reverse of GJE 909 -- Accrue Reimburse 2nd Quarter HTE Expenses | 1,358.04 |
| | 4549 | City of San Angelo (COSA) | Reimburse 2nd Quarter HTE Expenses | -1,358.04 |
| Total 450011 · BRC-Electricity | | | | 0.00 |
| **450012 · BRC-Gas Utilities** | | | | |
| | 4555 | Atmos Energy | Acct. 3036648466 Service Period 03/07/19 - 04/05/19 | -91.58 |
| Total 450012 · BRC-Gas Utilities | | | | -91.58 |
| **450000 · Business Resource Ctr - Other** | | | | |
| | 4539 | Protection 1 | Inv. 127923915 | -112.45 |
| | 4553 | MC Electric | Inv. 508 | -789.53 |
| | 4557 | Dirt Doctor of San Angelo | Inv. 3713 | -652.50 |
| | 4558 | Clare's Heating & Air Conditioning | Inv. 4818 | -217.61 |
| | 4559 | MDK Services | Inv. 1435 | -53.10 |
| | 4563 | House of Chemicals Inc | Inv. 558580 | -164.46 |
| | 4568 | Automatic Fire Protection, Inc. | Inv. 29371 | -250.00 |
| Total 450000 · Business Resource Ctr - Other | | | | -2,239.65 |
| Total 450000 · Business Resource Ctr | | | | -2,464.92 |
| **452101 · Business Factory** | | | | |
| | 4539 | Protection 1 | Inv. 127923915 | -12.49 |
| | 4546 | Rock Your World Decorative Conrete | Inv. 1029 | -448.31 |
| | 4553 | MC Electric | Inv. 508 | -87.72 |
| | 4557 | Dirt Doctor of San Angelo | General Cleaning | -72.50 |
| | 4558 | Clare's Heating & Air Conditioning | Inv. 4818 | -24.18 |
| | 4559 | MDK Services | Inv. 1435 | -5.90 |
| | 4560 | West Office Technology | Inv. F10658 | -350.00 |
| | 4565 | Canon Financial Services, Inc. | Inv. 19956259 | -171.32 |
| Total 452101 · Business Factory | | | | -1,172.42 |
| **452124 · Project-DeCoty Coffee** | | | | |
| | 4547 | Decoty Coffee Company | 2018 Tax Rebate | -168.18 |
| Total 452124 · Project-DeCoty Coffee | | | | -168.18 |

| | Num | Name | Memo | Amount |
|---|---|---|---|---|
| **452134 · Project-Principle LED** | | | | |
| | 4548 | Principal LED | 2018 Job Creation Incentive | -63,324.30 |
| Total 452134 · Project-Principle LED | | | | -63,324.30 |
| **452138 · Project-CalTech** | | | | |
| | 4538 | CalTech Software Systems, Inc | Incentives for Job Creation | -20,000.00 |
| Total 452138 · Project-CalTech | | | | -20,000.00 |
| **452139 · Project-Parkhill** | | | | |
| | 4541 | Parkhill Smith & Cooper | Inv. 01940617.00-15 | -4,227.83 |
| | 4566 | Parkhill Smith & Cooper | Inv. 01940617.00-16 | -7,683.50 |
| Total 452139 · Project-Parkhill | | | | -11,911.33 |
| **452146 · Project-GAFB** | | | | |
| | 4551 | Tom Green County | DEAA Grant for GAFB Project | -64,423.64 |
| Total 452146 · Project-GAFB | | | | -64,423.64 |
| **452154 · Project-Principle LED BREP** | | | | |
| | 4552 | Principal LED | 2019 Capital Investment Expansion | -100,000.00 |
| Total 452154 · Project-Principle LED BREP | | | | -100,000.00 |
| **452156 · Project-Shea Transportation** | | | | |
| | 4544 | Shea Transportation Consulting | Inv. 1 | -2,390.00 |
| Total 452156 · Project-Shea Transportation | | | | -2,390.00 |
| **452158 · Project-Comm. Dev. Strategies** | | | | |
| | 4542 | Community Development Strategies | Inv. 13003 | -28,250.00 |
| Total 452158 · Project-Comm. Dev. Strategies | | | | -28,250.00 |
| **TOTAL** | | | | **-122,315.77** |

# Ballot

| | | | | |
|---|---|---|---|---|
| **313000 · Income-Sales & Use Tax** | | | | |
| | 321 | City of San Angelo | Adjustment to February Sales Tax Receivable | 64,784.69 |
| | 322 | City of San Angelo | Record April Sales Tax Receivable | 504,929.63 |
| Total 313000 · Income-Sales & Use Tax | | | | 569,714.32 |
| **360000 · Interest on Investments** | | | | |
| | 2614 | ZP Kirby Park Villas, LP | Note Interest | 27.39 |
| | 323 | | Record MM Interest for April | 8,707.11 |
| | 323 | | Record Interest for April | 10.18 |
| Total 360000 · Interest on Investments | | | | 8,744.68 |
| **410000 · Administrative** | | | | |
| **410520 · Admin-Insurance** | | | | |
| | 1509 | PK Kelley Insurance Agency | Directors & Officers Liability renewal insurance | -4,512.00 |
| Total 410520 · Admin-Insurance | | | | -4,512.00 |
| Total 410000 · Administrative | | | | -4,512.00 |
| **451200 · Project-Affordable Housing** | | | | |
| | 1508 | First Title Company | Sell of 604 W. 19th | -44,003.90 |
| Total 451200 · Project-Affordable Housing | | | | -44,003.90 |
| **452123 · Project-W. Tx Water Partnership** | | | | |
| | 1510 | City of San Angelo | WTWP - March 2019 | -1,135.00 |
| Total 452123 · Project-W. Tx Water Partnership | | | | -1,135.00 |
| **TOTAL** | | | | **528,808.10** |

# THE CITY OF SAN ANGELO, TEXAS

**Schedule of Revenues and Expenditures**
**Fiscal Year through April 30, 2019**

## 2011A Tax/Revenue C.O. - Fund 514

**For Airport, Ft. Concho, and Parks Improvements**
**Debt Payments Through 2024**

| | Dept | Current Budget | Month Actual | YTD W/Enc | Over/(Under) Budget | Previous Years Activity | Inception to Date |
|---|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | | **885,533** | | **885,533** | | | |
| **REVENUES:** | | | | | | | |
| C.O. Proceeds | | - | - | - | - | 13,780,000 | 13,780,000 |
| Municipal Pool Donation | | - | - | - | - | 21,225 | 21,225 |
| SASSRA Stock Barn | | - | - | - | - | 157,722 | 157,722 |
| Transfer from Dev. Corp. | | - | - | - | - | 4,220,000 | 4,220,000 |
| Interest Income | | - | 124 | 815 | 815 | 167,421 | 168,236 |
| **Total Revenues** | | - | 124 | 815 | 815 | 18,346,368 | 18,347,183 |
| **EXPENDITURES:** | | | | | | | |
| Airport Terminal Rehab | 3925 | - | - | - | - | 500,000 | 500,000 |
| Concho River | 4119 | 286,873 | - | 24,667 | (262,206) | 8,313,129 | 8,337,796 |
| Parks | 6000 | 468,271 | - | 21,155 | (447,116) | 456,801 | 477,956 |
| Red Arroyo Trail | 6040 | - | - | - | - | 325,000 | 325,000 |
| Recreation | 6100 | 75,000 | - | - | (75,000) | 2,597,817 | 2,597,817 |
| Fort Concho Improvements | 6301 | - | - | - | - | 100,001 | 100,001 |
| Auditorium | 6602 | - | - | - | - | 3,750,001 | 3,750,001 |
| Fairgrounds | 6636 | - | - | - | - | 1,157,722 | 1,157,722 |
| Issue Costs | 9900 | - | - | - | - | 260,363 | 260,363 |
| **Total Expenditures** | | 830,144 | - | 45,822 | (784,322) | 17,460,834 | 17,506,656 |
| **Revenue Over/(Under) Expenditures** | | **(830,144)** | **124** | **(45,007)** | | | |
| **Ending Fund Balance** | | **55,389** | | **840,526** | | | |

# THE CITY OF SAN ANGELO, TEXAS

**Schedule of Revenues and Expenditures**
**Fiscal Year through April 30, 2019**

## Hickory Water Supply - Fund 516

| | Dept | Current Budget | Month Actual | YTD W/Enc | Over/(Under) Budget | Previous Years Activity | Inception to Date |
|---|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | | **2,541,619** | | **2,541,619** | | | |
| **REVENUES:** | | | | | | | |
| Interest | | - | 1,695 | 11,115 | 11,115 | 580,869 | 591,984 |
| C.O. Proceeds | | - | - | - | - | 119,998,750 | 119,998,750 |
| **Total Revenues** | | - | 1,695 | 11,115 | 11,115 | 120,579,619 | 120,590,734 |
| **EXPENDITURES:** | | | | | | | |
| Easements/Property Damage | 4150 | - | - | - | - | 106,865 | 106,865 |
| Engineering | 4157 | 2,547,269 | 29,386 | 2,547,269 | - | 17,058,198 | 19,605,467 |
| Well Field Pipelines | 4152 | - | - | - | - | 3,026,918 | 3,026,918 |
| 30 " Transmission Main | 4153 | - | - | - | - | 38,681,022 | 38,681,022 |
| Well Field Pumps | 4154 | - | - | - | - | 12,831,038 | 12,831,038 |
| Well Field Pump Station | 4155 | - | - | - | - | 1,617,139 | 1,617,139 |
| Well Field Expansion | 4158 | - | - | - | - | 7,668,888 | 7,668,888 |
| Treatment Plant | 4156 | - | - | - | - | 27,132,194 | 27,132,194 |
| Well Field Expansion #2 | 4159 | - | - | - | - | 9,640,252 | 9,640,252 |
| Issue Costs | 9900 | - | - | - | - | 172,251 | 172,251 |
| **Total Expenditures** | | 2,547,269 | 29,386 | 2,547,269 | - | 117,934,765 | 120,482,034 |
| **Revenue Over/(Under) Expenditures** | | **(2,547,269)** | **(27,691)** | **(2,536,154)** | | | |
| **Ending Fund Balance** | | **(5,650)** | | **5,465** | | | |

| | **Revenues** |
|---|---|
| Previous Years Activity | 120,579,619 |
| Current Year Budget | 1,249 |
| Less Interest Earned | (580,869) |
| **TOTAL** | **120,000,000** |

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

Requestor: Shannon Scott, Economic Development Specialist, COSADC, 325.653.7197

Meeting Date: May 22, 2019

Item type: Regular Item

---

**Caption:**

Consider a resolution of COSADC Board of Directors authorizing the use of sales and use tax funds in an amount not to exceed $60,000 to provide an Economic Development Incentive to JACK P. GRAVES AND. KIMBERLY D. GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C, and authorizing the Director of Economic Development to prepare an economic development performance agreement with JACK P. GRAVES AND. KIMBERLY D. GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING in compliance with the Development Corporation Act in a form approved by the City Attorney's Office; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator)

**Summary/History:**

JACK P. GRAVES AND. KIMBERLY D GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING plans to expand their current operations to include a "ready to eat" meat facility that will include sausage, brisket, beef jerky, etc. In order to house this expansion, they plan on constructing a new 5,000 sq. ft. facility.

They currently have 4 employees which they will retain and anticipate hiring a minimum of 4, but up to 15 additional employees to assist with their expansion.

They plan on investing at least $200,000 in new equipment and up to $350,000 for the construction of their new facility for a total projected capital investment of $550,000.

**Financial Impact:**

Proposed Incentives:

$45,000 one time capital investment grant

$1,000 per FTE for up to 15 FTE's.

Total proposed incentives:
$60,000

**Other Information/Recommendation:**

**Attachments:**

1. COSADC_J'S_PROJECT_RESO COSADC_J'S_PROJECT_RESO.pdf

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Shannon Scott | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

**A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED $60,000, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO JACK P GRAVES AND. KIMBERLY D GRAVES, D/B/A J'S DEER & WILD GAME PROCESSING, FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 505 SUBCHAPTER D.**

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and

WHEREAS, **JACK P. GRAVES** and **KIMBERLY D. GRAVES, D/B/A** J'S DEER & WILD GAME PROCESSING (hereinafter "J's Processing"), is a deer meat processing and taxidermy business in San Angelo and is in the process of expanding its business; and,

WHEREAS, J'S PROCESSING intends to retain at its facilities in San Angelo four (4) existing full time primary jobs and would like to create a minimum of four (4), but up to fifteen (15) new Full Time Equivalent Primary Jobs (FTE's); and,

WHEREAS, J'S PROCESSING would like to invest a minimum of $550,000 for the construction of a new building and equipment for its expansion of its business enterprise in San Angelo; and,

WHEREAS, J'S PROCESSING has applied with COSADC under the Business Retention and Expansion Program (BREP) for an incentive to carry out business expansion plans, and the Board has determined that the Project will promote or develop expansion of a business enterprise that creates or retains primary jobs; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

WHEREAS, June 26, 2019 the City of San Angelo Development Corporation shall hold a Public Hearing on the Project prior to expending authorized grant funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to **JACK P. GRAVES** and **KIMBERLY D. GRAVES, D/B/A** J'S DEER & WILD GAME PROCESSING, in an amount not to exceed $60,000; authorizing the Director of Economic Development to prepare an economic development performance agreement with J'S DEER & WILD GAME PROCESSING, in compliance with the Development Corporation Act and as approved by the City Attorney; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

ADOPTED THIS _____ DAY OF May, 2019

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST: By: _____
Todd Kolls, President

_____
Nora Nevarez, Corporate Secretary

RATIFIED by City Council this _____ day of _____, 2019.

_____
Brenda Gunter, Mayor

ATTEST:

_____
Julia Antilley, Interim City Clerk

APPROVED FOR CONTENT

_____
Shannon Scott, Business Retention & Expansion Coordinator

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: May 22, 2019

Item type: Regular Item

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**Caption:**

Consider a resolution in support of the service of Guy Andrews, Director of Economic Development for The City of San Angelo, on the Permian Basin Freight Advisory Committee established by the Permian Basin MPO and finding a benefit to the corporation. (Presentation by Guy Andrews, Director of Economic Development)

**Summary/History:**

The energy boom in Texas is leading to increased demand for transportation infrastructure, presenting significant economic development opportunities for the Concho Valley and City of San Angelo.
To address this increased demand the Texas Department of Transportation (TxDOT) is developing a Regional Freight Plan to integrate multimodal regional and statewide energy sector transportation considerations into its planning for local, regional, statewide and interstate transportation needs.

The Permian Basin MPO having recognized the importance of TxDOT planning for transportation facilities that will effectively service oil field production and related transportation needs of the region, has established a Freight Advisory Committee (FAC) to participate in TxDOT's transportation planning process.

Staff believes the City of San Angelo and Midland-Odessa regions' transportation planning and related economic development opportunities are mutually beneficial for the expansion of business enterprises that retain and create primary jobs.
In addition, the Permian Basin MPO has invited Guy Andrews, City of San Angelo Director of Economic Development to serve on the FAC.

**Financial Impact:**

There is no cost of membership in this organization. Travel expenses will be charged to account number 410580, Admin-Travel & Lodging

**Other Information/Recommendation:**

**Attachments:**

1. Resolution 19-0184_COSADC_PERMIAN_BASIN_MPO_RESO.pdf

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Nora Nevarez | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

**A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION IN SUPPORT OF THE SERVICE OF GUY ANDREWS, DIRECTOR OF ECONOMIC DEVELOPMENT FOR THE CITY OF SAN ANGELO, ON THE PERMIAN BASIN FREIGHT ADVISORY COMMITTEE ESTABLISHED BY THE PERMIAN BASIN MPO AND FINDING A BENEFIT TO THE CORPORATION.**

WHEREAS*,* the Permian Basin in West Texas and southeastern New Mexico is the second largest oil and gas producer in the world, covering 22 Texas Counties just west of the Concho Valley and City of San Angelo; and,

WHEREAS, the energy boom in Texas is leading to increased demand for transportation infrastructure, presenting significant economic development opportunities for the Concho Valley and City of San Angelo; and,

WHEREAS, the Texas Department of Transportation (TXDOT) is developing a Regional Freight Plan to integrate multimodal regional and statewide energy sector transportation considerations into its planning for local, regional, statewide and interstate transportation needs; and,

WHEREAS, the Permian Basin MPO having recognized the import of TXDOT planning for transportation facilities that will effectively service oil field production and related transportation needs of the region, has established a Freight Advisory Committee (FAC) to participate in TXDOT's transportation planning process ; and,

WHEREAS, the City of San Angelo and Midland-Odessa regions' transportation planning and related economic development opportunities are mutually beneficial for the expansion of business enterprises that retain and create primary jobs ; and,

WHEREAS, the Permian Basin MPO has invited Guy Andrews, City of San Angelo Director of Economic Development to serve on the FAC; and,

WHEREAS, the COSADC Board deems that it is advantageous to COSADC and the City of San Angelo to support the service of Guy Andrews, Director of Economic Develop, on the Permian Basin freight Advisory Committee established by the Permian Basin MPO;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The Board of the City of San Angelo Development Corporation conveys its appreciation of the opportunity extended to the City of San Angelo by the Permian Basin MPO, and hereby supports Guy Andrews, Director of Economic Development for the City of San Angelo, in serving on the Permian Basin Freight Advisory Committee established by the Permian Basin MPO.

ADOPTED on this the 22nd day of May, 2019.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By:_____
Todd Kolls, President

ATTEST:

By: _____
Nora Nevarez, Secretary

APPROVED AS TO CONTENT

_____
Guy Andrews, Director of
Economic Development

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: May 22, 2019

Item type: Regular Item

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**Caption:**

Semi annual update report for the Business Factory - Business Incubator Program (Presentation by David Erickson, Director of ASU Small Business Development Center)

**Summary/History:**

Dave Erickson, Director of ASU Small Business Development Center will provide the Semi-annual update report regarding the Business Factory - Business Incubator Program.

Progress updates:

- SBDC Graduate Assistants
- Client applications and policies
- Marketing and Recruitment
- Advisory Panel and Graduation Reception
- Client Experiences

**Financial Impact:**

N/A

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Nora Nevarez | Created/Initiated |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: May 22, 2019

Item type: Regular Item

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**Caption:**

Consideration and possible action on proposed, restated COSADC By-laws (Presentation by Guy Andrews, Director of Economic Development)

**Summary/History:**

Revision of By-laws pursuant to ordinance amending Article 2.07 Division 1 & 6. Adopted Ordinance by City Council

**Financial Impact:**

N/A

**Other Information/Recommendation:**

**Attachments:**

| | | |
|---|---|---|
| 1. | 19-317_COSADC_REST_BYLAWS_RED_05-15-2019 | 19-317_COSADC_REST_BYLAWS_RED_05-15-2019.docx |
| 2. | 19-317_COSADC_REST_BYLAWS_SUPPLEMENT | 19-317_COSADC_REST_BYLAWS_SUPPLEMENT.docx |

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Nora Nevarez | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

BYLAWS OF
CITY OF SAN ANGELO DEVELOPMENT CORPORATION

These bylaws restate in their entirety and supersede the bylaws of the City of San Angelo Development Corporation in effect upon their adoption by the Board and approval by City Council.

## ARTICLE I
## PURPOSE AND POWERS

### SECTION 1. GOVERNING LAW.

The Corporation shall be governed by the following statutes, ordinances and rules, as amended and supplemented from time to time and to the extent that such statutes, ordinances and rules remain in force and effect.

- Articles of Incorporation, as amended.
- Local Government Code, Chapters 380, 501, 502, and 505;
- City of San Angelo Code of Ordinances, Chapter 2 “Administration and Personnel”, Article 2.07 “Boards, Committees and Commissions”, Division 1 “Generally” and Division 6 “Economic Development Corporation”;
- Bylaws

### SECTION 2. REGISTERED OFFICE AND REGISTERED AGENT.

(a) Registered Office and Agent. The City of San Angelo Development Corporation (the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office. The Registered Office for the Corporation shall be the City of San Angelo Business Resourced Center, 69 N. Chadbourne, San Angelo, Texas 76903. The Registered Agent for the Corporation is Nora Nevarez, Economic Development Assistant for the City of San Angelo, or such other person employed in the Economic Development office as may be designated by the Board from time to time and registered with the Texas Secretary of State.

(b) Principal Office. The Principal Office of the Corporation shall be the City of San Angelo Business Resource Center, 69 N. Chadbourne Street, San Angelo, Texas, 76903.

SECTION 3. MEETINGS.

A. Notice of Meetings. The Corporation is subject to the Open Meetings Act, Texas Government Code, Sec. 551.001. Notice of each regular or special meeting of a quorum of the board shall be given in accordance with the provisions of the Act.

B. Place. All meetings of the Board of Directors shall be held within the corporate limits of the City of San Angelo, Texas. Regular meetings of the board shall be held at least one time each calendar month, unless there is no business for consideration. The board, by majority vote, shall set the day of each month for regular meetings. Special meetings may be called by the board President with notice to board members as required under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

C. Annual Meeting. An annual meeting of the Board of Directors shall be held at the regular board meeting in May of each year, subject to resolution of the Board setting a special meeting for the annual meeting.

D. Regular Meetings. The Board of Directors may provide for regular meetings by resolution stating the day of each month, time and place within the corporate limits of the City of San Angelo for regular meetings. Regular Meetings shall continue to be held on such days and at such time and place, subject to change by Resolution of the Board.

E. Special Meetings. (1) Special meetings of the Board of Directors may be held at the request of the President, any Vice President, any two Directors of the Corporation, or any two members of the City Council. A person or persons calling the meeting shall fix the date and time of the meeting.

(2) The person or persons calling a special meeting shall notify the Secretary of the Corporation of the information required to be included in the notice of special meeting. In addition to posting public notice of the meeting in accordance with the Texas Open Meetings Act, a written copy of the notice of meeting shall be delivered to each board member not less than seventy-two hours before the time set for the meeting. A meeting notice shall be deemed delivered one day after the notice is deposited in the United States mail or the day sent by email, addressed to the board member at his or her address as it appears on the records of the Corporation. Such notice shall be deemed waived by a board member's attendance at the meeting for purposes other than protesting notice, or in writing delivered to the corporate secretary either before or after the time of the meeting.

F. Agenda. Any director or officer of the corporation may place an issue on the Agenda of a regular or special meeting by notifying the Secretary of the corporation one week prior to the meeting, if possible, but in no event later than necessary for posting public notice in compliance with the Texas Open Meetings Act.

G. Quorum. A quorum for the transaction of business by the Board shall be a majority of the seven (7)

members of the Board. The presence of a director may not be established by proxy.

SECTION 4. CONDUCT OF BUSINESS.

A. Matters pertaining to the business of the Corporation shall be considered by the Board in accordance with the rules of procedure as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedure of the City Council then in effect shall be the rules of procedure for the Board.

B. At the meetings of the Board of Directors, the President, or in his or her absence the First or Second Vice President, or in the absence of those Officers, a member of the Board selected by motion adopted by a majority of the members present, shall preside.

C. The secretary of the Corporation or his or her designee shall act as secretary of at meetings of the board. The secretary shall keep minutes of Board and committee meetings and shall cause such approved, official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

D. Committees. The Board of Directors may by resolution establish one or more special or standing committees . Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when requested.

E. Compensation of Directors. Board members shall not receive a salary or any compensation for their services. Directors may be reimbursed for actual expenses incurred in the performance of their duties as board members. Travel expenses shall be reimbursed under the City's travel policy.

F. Ex-Officio Members. (1) The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion in open meetings, but shall not have the power to vote in the meetings. Ex- Officio members shall serve a term of one calendar year, but shall be eligible for reappointment for succeeding one year terms.

(2) The following persons shall be automatically appointed as Ex-Officio directors during their term of service in the designated capacities:

(i) The President of the San Angelo Chamber of Commerce;
(ii)The Chairman of San Angelo Regional Manufacturing Association;
(iii) The Chairman of Cornerstone Investors and
(iv) The Chairman of the Economic Development Advisory Board.

(3) Ex Officio board membership of an individual holding the designated office for such named entity shall automatically be deemed vacated upon termination of the individual's service as an officer of the named entity, and the replacement for such designated officer shall automatically succeed to the vacated Ex-Officio board

member seat.

G. Contracts. No contract or other transaction between this corporation and any other corporation, person or entity shall be authorized unless approved at a public meeting a quorum of the Board, on duly adopted motion of members not having a conflict of interest..

I. Authority of the Board. The Board of Directors shall govern the corporation pursuant to applicable law, subject to oversight of the City Council as required. Within the scope of such general authority the Board of Directors shall have the following authority:

1. To purchase, or otherwise acquire for the corporation, any property, rights, or privileges which the corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they think fit; and at their discretion to pay therefore either wholly or partly in money, notes, bonds; debentures, or other securities of contracts of the corporation .

2. To create, make and issue notes, mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instrument and securities, secured by mortgage or deed of trust on any real property of the corporation or otherwise and to do every other act or thing necessary to effect the same, or to contract with the City of San Angelo to effect the same.

3. To sell or lease the real or personal property of the corporation on such terms as the Board may deem fit and to execute all deeds, leases and other conveyances of corporate property or other contracts that may be necessary or desirable for carrying out the purposes of this corporation.

4. Whether included in the foregoing or not, to have and exercise all powers necessary or appropriate to effect any or all of the purposes for which the corporation is organized which powers shall be subject at all times to the control of the City Council of San Angelo, Texas.

J. Review of proposed Development Projects. In addition to ballot approved projects, the Board is charged with authority pursuant to provisions of the Development Corporation Act to evaluate and fund projects for the promotion and development of new or expanding business enterprises which create or retain primary jobs, including providing for infrastructure to support such enterprises. With regard to economic development projects, the corporation may request review and recommendations from Cornerstone Investors or the San Angelo Chamber of Commerce as provided under contract.

SECTION 5. DUTIES OF DIRECTORS.

A. Performance of Duties. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and which are not unlawful and shall refrain from actions not in the best interest of the

Corporation or which would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant, attorney, or other professional advisor retained by the Corporation.

B. Conflict of Interest. In the event that a director is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and shall abstain from discussion of and voting on that matter.

A director shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director, in which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding the matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the board's determination..

C. Contracts for Service. (1) The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall divest the Board of its discretionary duties or policy-making authority.

(2)

SECTION 6. ANNUAL REPORT OF CORPORATE FUNDED PROJECTS. At the regular meeting of the Board in May of each year, the board shall hold a public hearing for review of a summary of corporate funded projects and economic development activities of the Corporation during the previous fiscal year as outlined in a written report prepared by staff and submitted to the board for adoption.

SECTION 7. DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

A. Bonds and Debt Instruments. All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing this Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council after review and comment by the City's bond counsel.

B. Investment Policy. All monies of the Corporation shall be deposited, secured, and/or invested in compliance with the City of San Angelo Investment Policy, Strategy and Broker/Dealer List of the San Angelo Development Corporation adopted and amended from time to time by the board pursuant to the Texas Public Funds Investment Act and approved by City Council The treasurer shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of the treasurer and the secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by

the Department of Finance of the City.

SECTION 8. EXPENDITURES OF CORPORATE MONEY.

The monies of the Corporation, including sales and use taxes collected pursuant to Chapter 505 "Type B Corporations", of the Development Corporation Act and Article 2.07, Division 6 of the City of San Angelo Code of Ordinances, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

1. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or related corporate agreements submitted to and approved by the City Council. Expenditures made from a fund established with the proceeds of bonds, and expenditures of proceeds from sources other than bonds, may be used for the purposes of funding or otherwise facilitating one or more authorized economic development projects. Specific proposed expenditures shall be described in an authorizing resolution or order of the Board, subject to approval thereof by the City Council.

2. Other proposed expenditures shall be made in accordance with annual budgeted funds as the budget may be amended from time to time. .

SECTION 9. REPORT TO COMPTROLLER.

Not later than February 1 of each year, the board of directors of the Corporation shall submit to the Texas Comptroller of Public Accounts the report of corporate revenues and expenditures required under Local Government Code, Title 12, Subtitle C1, Chapter 502.

## ARTICLE II
## OFFICERS

SECTION **1.** TITLES AND TERM OF OFFICE.

The officers of the Corporation shall be a president, first and second vice-presidents, a secretary and a treasurer.

SECTION 2. OFFICERS.

A. President and First and Second Vice-President. The president and first and second vice presidents shall be appointed by and subject to the control of the Board of Directors, and shall serve a term of one (1) year or until their successors are appointed.

B. Secretary and Treasurer. The Secretary of the Corporation shall be a City staff member assigned to the Corporation under a contract between the Corporation and the City of San Angelo, as approved by the Board of Directors. The Treasurer of the Corporation shall be the Finance Director of the

City of San Angelo, and shall serve as long as he/she remains in the position.

C. Any officer of the Corporation may be removed by a majority vote of the Board of Directors without cause.

D. Vacancies. A vacancy in any office of the Corporation may be filled by a majority vote of the Board of Directors for the unexpired portion of the officer's term.

E. Annual Election. The Board of Directors, at each annual meeting of the Board shall appoint the officers of the Corporation who shall have such authority, and shall perform such duties as from time to time may be prescribed by the Board of Directors.

F. Compensation of Officers. Officers of the corporation shall not receive a salary or other compensation for their services. Officers may be reimbursed for actual expenses incurred in the performance of their duties. Travel expenses shall be reimbursed under the City's travel policy.

SECTION 3. DUTIES OF OFFICERS.

A. President. The president shall be the chief executive officer of the Corporation and shall preside at all meetings of the Directors. The president shall, subject to the authority of the Board and approval of the City Council, supervise and control all of the business and affairs of the Corporation. When the execution of any contract or instrument shall have been authorized by the Board of Directors, the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

In addition, the president shall:

1. Have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board (this authority is in addition to the authority of the Board to establish committees pursuant to Article II, Section 3D of these Bylaws);

2. Appear or designate a board or staff member to appear before the City Council on a periodic basis to give a report on the status of activities of the Corporation; and

3. Appear or designate a board or staff member to appear before the City Council, regarding any item being considered by the City Council concerning the Corporation.

B. Vice Presidents. The first vice president shall exercise the powers of the president during that officer's absence or inability to act. The second vice president shall exercise the powers of the president during the absence of the president and the first vice president. The first and second vice presidents shall also perform other duties as from time to time may be assigned by the president or the Board.

C. Secretary. The secretary shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, shall give and serve all notices, shall sign in his/her official capacity with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation and when necessary shall affix the seal of the Corporation. The secretary shall have charge of the corporate books, records, documents and instruments except the books of account and financial records and securities, and such other books and papers as the Board may direct, The secretary shall in general perform all duties incident to the office of secretary subject to the control of the Board..

D. Treasurer. The treasurer shall have charge and custody of all funds and securities of the Corporation; shall receive and give receipts for money due and payable to the Corporation from any source; shall endorse on behalf of the Corporation for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or depository as the Board of Directors may designate. Whenever required by the Board of Directors, the treasurer shall render a statement of the Corporation's cash account; shall enter regularly in the books of the Corporation, to be kept by the treasurer for that purpose, a full and accurate account of the Corporation and shall assist the board in preparing an annual budget. The Corporation's books and accounts shall at all reasonable times be open to examination by any director of the Corporation or any officer or Councilmember of the City of San Angelo upon application at the office of the Corporation during business hours, and to the public as required under the Texas Open Records Act. The treasurer shall perform all acts incident to the position of treasurer, subject to the control of the Board of Directors. The treasurer shall submit a monthly public financial statement to the City Council of the City of San Angelo.

## ARTICLE III
## REQUIRED BOOKS AND RECORDS

SECTION 1. CORPORATE RECORDS.

The Corporation's books and records shall include a file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or agent.

a. Bylaws and any amended or restated bylaws.
b. Minutes of the proceedings of the Board of Directors.
c. A list of names and addresses of the directors and officers of the Corporation.
d. A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
e. A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
f. All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.

g. Annual budget approved by City Council.

SECTION 2. ANNUAL BUDGET.

At least ninety (90) days prior to October 1st, with the assistance of the Treasurer, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall commence on October 1st of each year and end on September 30th of the following year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council of the City of San Angelo. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

SECTION 3. FINANCIAL BOOKS, RECORDS, AUDITS.

The Treasurer shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The Corporation's books are required to be audited by the City's independent auditor on an annual basis. Cost of the audit will be paid by the Corporation.

SECTION 4. RECORDS OPEN TO PUBLIC.

The Corporation shall be considered a "governmental body" within the meaning of the Texas Government Code, Sec. 552.003 and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code, Chapter 552 (The Texas Open Records Act).

## ARTICLE IV
## INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

SECTION 1. INDEMNIFICATION.

To the extent permitted by law, the Corporation shall indemnify, hold harmless and defend its directors and officer and the City of San Angelo, its Councilmembers, officers, agents, and employees, from and against liability or expense for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses including court costs and attorneys' fees and other reasonable costs arising out of or resulting from Corporation's functions or activities and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified

which caused or contributed to cause any liability.

SECTION 2. INSURANCE.

The Corporation shall purchase or acquire through the City of San Angelo and maintain insurance on behalf of its directors, officers, employees, or agent of the Corporation, , against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

## ARTICLE V
## MISCELLANEOUS

SECTION 1. CONSTRUCTION/AMENDMENT OF BYLAWS.

A. Legal Authorities Governing Construction of Bylaws. In the event of any conflict between the applicable provisions of Texas Development Corporation Act and these bylaws, then the applicable provisions of such Act shall control.

B. Legal Construction. If any bylaw or part of a bylaw is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other bylaw or remaining part(s) of a bylaw, and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

C. Headings. The headings used in the bylaws are used for convenience and shall not be considered substantive in construing the terms of the bylaws.

D. Effective Date (Amendment). These bylaws, and any subsequent amendments thereto, shall be effective from and after the date upon which approval has been given by the City Council of the City of San Angelo, Texas, of bylaws or amendments to bylaws duly adopted by the Board.

SECTION 2. NOTICE AND WAIVER.

Whenever under the provisions of these bylaws notice is required to be given to any director or officer, unless otherwise provided such notice may be given personally, or it may be given in writing by depositing the same with the U.S. Postal Service, or by email addressed to such director or officer, at such address as appears on the books of the corporation, and such notice shall be deemed to be given one day after deposit with the Postal Service or on the day sent by email. Whenever any notice is required to be given by statute, code, charter, law, or by these bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

SECTION 3. NEGOTIABLE INSTRUMENTS.

All checks, drafts, notes or other obligations of the Corporation shall be signed by such of the

officers of the corporation or by such person or persons as may be authorized from time to time by the Board of Directors.

SECTION 4. RESIGNATIONS.

Any director or officer of the corporation may at any time resign. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of receipt of the written notice of resignation by the corporation's President or Secretary. Formal acceptance of a resignation shall not be a condition to make it effective, unless expressly so provided in the written notice of resignation.

SECTION 5. CITY APPROVAL.

To the extent that these bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice or consent by the City Council, such action, approval, advice or consent shall be evidenced by a motion, resolution or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 6. ORGANIZATIONAL CONTROL.

The City Council of the City of San Angelo, at its sole discretion, and at any time, may alter or change the structure, organization or procedures of the Corporation as permitted under the Texas Development Corporation Act, or order an election on termination the corporation, as provided under the Act. .

SECTION 7. CORPORATE SEAL.

The Board may obtain a corporate seal which shall bear the words "Corporate Seal of the City of San Angelo Development Corporation" and the Board may thereafter use the corporate seal and corporate name; but these bylaws shall not be constructed to require the use of the corporate seal.

SECTION 8. GIFTS.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purpose or for any special purposes of the Corporation so long as such acceptance is not contrary to the provisions of any applicable state law or city policy governing city officers and employees.

## ARTICLE VII
## DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation after payment of all obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City of San Angelo, Texas, as permitted or required under the Texas Development Corporation Act for a section 4B Corporation.

DULY ADOPTED by the Board of the City of San Angelo Development Corporation,

SUBJECT TO APPROVAL of the City Council of the City of San Angelo, Texas, this 22nd day of May, 2019.

_____
Todd Kolls, President

ATTEST:

_____
Nora Nevarez, Secretary

APPROVED AND ADOPTED BY the City Council for the City of San Angelo, Texas, this 4th day of June, 2019.

_____
Brenda Gunter, Mayor

ATTEST:

_____
Julia Antilley, City Clerk

APPROVED AS TO CONTENT

_____
Guy Andrews,
Economic Development Director

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

**CITY OF SAN ANGELO CODE OF ORDINANCES**
**CHAPTER 2 ADMINISTRATION AND PERSONNEL**
**ARTICLE 2.07 BOARDS, COMMITTEES AND COMMISSIONS**

## Division 1. Generally

**Sec. 2.07.001 Organization and Procedure.** Unless otherwise required by statute or this article, all boards and commissions shall be governed as follows:

*(1) Appointment*. Members shall be appointed by a vote of City Council. One member shall be nominated by the mayor. Each of the six remaining member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the councilmember representing the designated single member district. Should any nominee not secure at least four affirmative votes of councilmembers, the mayor or single member district city council member having made the nomination shall schedule a new nomination for vote of the council.

(2) *Attendance*. Any member who fails to attend at least 2/3 of the meetings in a rolling one year period shall be deemed to have automatically resigned from office unless such absences are considered excused as set forth in the board or commission's bylaws.

(3) *Number of members.* Boards shall be composed of seven members.

(4) *Compensation.* All members shall serve without compensation.

(5) Conflict of interest.

(A) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in chapter 171 in the Texas Local Government Code, as amended.

(B) No member of the city council, or person related to a councilmember within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

(C) None of the following persons or entities shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

1) The member of the board;
2) A person related to a board member within the second degree by consanguinity or affinity;
3) A legal entity owned by or under the control of the board member or for which the board member serves as an officer, director or member;
4) A legal entity owned by or under the control of a person related to the board member within the second degree by consanguinity or affinity or for which such person serves as an officer, director or member.

(D) No employee of the department associated with the board, or person related to an employee or supervisor of this department within the second degree by consanguinity or affinity, shall be eligible for assistance from the board during his/her employment or for six months thereafter.

(E) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

(6) *Election of Officers.* Each board shall include in the adopted bylaws the manner in which officers and committees will be selected. Each board shall have at a minimum a chair, vice-chair, and secretary.

(7) *Meetings.* Each board shall hold regular monthly meetings on a day to be selected by the commission and on other such occasions as may be called by the chairman. Additional meetings may be called as needed. Meetings may be cancelled in months where there is no business to be transacted. All meetings shall be open to the public and held in accordance with the Texas Open Meetings Act. All meetings shall be held within the city limits.

(8) *Minutes.* Board liaisons shall keep a permanent record of all minutes.

(9) *Qualifications.* Members shall be at least 18 years of age and a resident of the City.
(10) *Quorum.* A quorum shall consist of a simple majority of the appointed members, excluding any ex-officio members.

(11) *Removal.* Members may be removed at any time by a 2/3 vote of the City Council without cause.

(12) *Rules, regulations and bylaws.* Each board shall have the power to make rules, regulations and bylaws for its own government and in conformity with the laws of the state and this article. All said rules, regulations, and bylaws shall be approved by the city council.

(13) *Term:* The term of office for each member of the boards shall be two years.

(14) *Term Limit.* No member may serve more than 3 consecutive terms, not including an unexpired term. Members who term out of a position are eligible for reappointment after one year. For the purposes of this Article, the current number of terms held as of the date of passage of this Article stands, with respect to established term limits.

(15) *Vacancies.* All vacancies shall be filled for unexpired terms in the same manner as original appointment. Vacancies for unexpired terms shall be filled for the remainder of the unexpired term.
**Secs. 7.02.002 through 7.02.010 Reserved**

## DIVISION 6. - ECONOMIC DEVELOPMENT CORPORATION[10]

**Sec. 2.07.081 - Creation**

There is hereby created a corporation known as the city development corporation.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18)

**Sec. 2.07.082 - Powers**

The corporation shall have the powers and duties and be subject to the limitations set out in Chapters 501, 502, and 505 of the Texas Local Government Code, as amended.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18) Sec. 2.07.083 - Board of directors

(a) Each member of the board of directors ("board" hereinafter) of the corporation shall:

(b) No person shall be appointed as a director who is an employee, officer or member of the city council of the city, or a member of any board or commission of the city, except that a director may be appointed to serve as a member of the water advisory board.

(c) A director who is a member of any other boards or commissions of the city, except the water advisory board, shall elect the board on which he will continue to serve within 14 days of the effective date of this section. If he fails to designate the board on which he will continue to serve within the specified time period, the city council shall make the designation.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18)

**Sec. 2.07.084 - Registered agent; corporate office**

The corporation's registered agent must be an individual resident of the state and the corporation's registered office must be within the boundaries of the city.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18) ec.

**2.07.085 - Administrative services**

The corporation shall contract with the city for the provision of administrative services.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18)

**Sec. 2.07.086 - Levy, use and termination of sales tax**

(a) In accordance with the results of the November 2, 2010, sales tax election held under section 4B of article 5190.6 V.A.C.S, the city shall continue to levy and collect a one-half cent sales and use tax for the purposes and projects authorized by said election.

(b) In accordance with the results of the September 11, 2004, sales tax election held under section 4B of Vernon's Ann. Civ. St. article 5190.6 ("act" hereinafter), the city shall continue to levy and collect a one-half cent sales and use tax for the purposes authorized by said election.

( Ord. No. 2018-121 , § 1(Exh. A), 10-2-18)

**Secs. 2.07.087—2.07.095 - Reserved**

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: May 22, 2019

Item type: Regular Item

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**Caption:**

Consider a resolution authorizing reimbursement to the City of San Angelo for purchase of one pickup truck in a sum not to exceed $35,000, plus associated costs, for City Administrative Services necessary for oversight of subdivision development of the City of San Angelo Business and Industrial park and other current and planned corporation incentivised city projects, site visits to private incentivised projects, and participation in authorized economic development promotional, educational and other necessary corporate related activities. (Presentation made by Guy Andrews, Director of Economic Development)

**Summary/History:**

With the upcoming start of construction of Phase 2 of the Industrial Park, it is anticipated that daily trips to the park will be required and possibly several trips per day dependent upon construction activity and issues. Additionally, site visits to BREP clients are anticipated to increase as the program progresses. Out of town trips by the Director for Ports to Plains, the I-14 Gulf Coast Strategic Highway Coalition, Transportation Advocates of Texas, High Ground of Texas and Texas Midwest Community Network and staff attendance to TEDC and other required training will also generate additional need. As new projects come on line including the Airport Business Park and new Business / Industrial project still more trips will be required. Staff feels that the amount of proposed travel warrants the acquisition of a Department vehicle. The purchase price shown is for a full size "crew cab" style pick-up truck.

**Financial Impact:**

$35,000 from Acct. No. 452-900 Future Projects to a new account number to be included in the FY 2019 - 2020 budget

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Nora Nevarez | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: May 22, 2019

Item type: Regular Item

---

**Caption:**

Consider a resolution authorizing the Board President to negotiate and execute a professional services marketing and promotional agreement with McLaughlin Advertising to promote the 2019 Business Plan Competition in an amount not to exceed $5,000 and other promotional services upon request (Presentation made by Nora Nevarez, Economic Development Assistant)

**Summary/History:**

This item seeks authorization for the approval of an agreement with McLaughlin Advertising for the purpose of promoting the San Angelo Business Plan Competition and the expenditures of $5,000. COSADC funds the San Angelo Business Plan Competition and the promotion will be to create interest in applying for the competition and announcement of winners. The competition coordinators are: City of San Angelo Development Corporation, ASU Small Business Development Center (SBDC), and ASU Norris-Vincent College of Business. The Competition Coordinators and additional committee members have utilized McLaughlin Advertising for the past three years and want to use the advertising company again this year because of the success of program and the in-kind prizes of which McLaughlin is credited with.

**Financial Impact:**

Not to exceed $5,000

**Other Information/Recommendation:**

**Attachments:**

| | | |
|---|---|---|
| 1. | 19-0231_COSADC_MCLAUGHLIN_2019-2020_MARKET_K_RESO | 19-0231_COSADC_MCLAUGHLIN_2019-2020_MARKET_K_RESO.docx |
| 2. | 19-0231_COSADC_MCLAUGHLIN_2019-2020_MARKET_K (002) final | 19-0231_COSADC_MCLAUGHLIN_2019-2020_MARKET_K (002) final.docx |

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Nora Nevarez | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Guy Andrews | Final Approval |

**A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES MARKETING AND PROMOTIONAL AGREEMENT WITH MCLAUGHLIN ADVERTISING, TO INCLUDE PROMOTION OF THE 2019 BUSINESS PLAN COMPETITION IN AN AMOUNT NOT TO EXCEED $5,000, AND OTHER PROMOTIONAL SERVICES UPON REQUEST.**

WHEREAS, COSADC is a Section 4B Texas municipal development corporation authorized to expend not more than ten percent (10%) of corporate revenues for promotional purposes; and,

WHEREAS, On May 23rd, 2018, the COSADC Board approved the COSADC FY 2018-2019 Budget, that includes $80,000 for support of the 2019 San Angelo Business Plan Competition, of which $5,000 is designated "Marketing"; and.

WHEREAS, COSADC anticipates the need for additional professional marketing and advertising promotional services from time to time in addition to promotion of the 2019 Business Plan Competition; and

WHEREAS, COSADC has utilized McLaughlin Advertising for promotional purposes in the past, which services have been effective;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The City of San Angelo Development Corporation Board of Directors authorizes the Board President to negotiate and execute a professional services marketing and promotional agreement with Stephen McLaughlin, d/b/a McLaughlin Advertising to include promotion of the 2019 Business Plan Competition in an amount not to exceed $5,000, and for other promotional services upon request.

PASSED, APPROVED, and ADOPTED on this the 22nd day of May, 2019.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By:_____
Todd Kolls, President

By: _____
Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

_____
Guy Andrews, Director of
Economic Development

APPROVED AS TO FROM

_____
Dan T. Saluri, Deputy City Attorney

**PROFESSIONAL SERVICES MARKETING AND PROMOTIONAL AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND STEPHEN MCLAUGHLIN dba MCLAUGHLIN ADVERTISING.**

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo Development Corporation, a Texas municipal economic development corporation ("COSADC") and STEPHEN MCLAUGHLIN dba MCLAUGHLIN ADVERTISING ("Provider"), effective as of the 1st day of May 2019 (the "Effective Date").

**RECITALS**

**A.** COSADC is a Section 4B Texas municipal development corporation authorized to expend not more than ten percent (10%) of corporate revenues for promotional purposes; and,

**B.** On May 22nd, 2019, the COSADC Board resolved, subject to City Council approval, that corporate revenues be used to sponsor the 2019 San Angelo Business Plan Competition for economic development promotional purposes; and.

**C.** COSADC anticipates the need for additional professional marketing and advertising promotional services from time to time including in addition to an amount not to exceed $5,000 for promotion of the 2019 Business Plan Competition; and

**D.** COSADC has utilized McLaughlin Advertising for promotional purposes in the past, which services have been effective; and,

**E.** On May 22nd, 2019 the COSADC Board authorized negotiation and execution of an advertising services agreement with Stephen McLaughlin, dba McLaughlin Advertising, for various promotional services including promotion of the 2019 Business Plan Competition.

**TERMS:**

**1.** **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2.** **TERM:** The term of this Agreement shall be effective for one year commencing on May 1, 2019, and terminating on April 30, 2020, unless earlier terminated as herein provided.

**3.** **OPTION TO EXTEND:** COSADC shall have three (3) successive options, each to extend the term hereof for one additional year, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing sixty (60) calendar days prior to the expiration of the then applicable term.

**4. SCOPE OF SERVICE:**

**A.** Provider agrees to provide the basic Services described under the "STATEMENT OF GENERAL SCOPE OF WORK", Exhibit **"A",** attached hereto, plus additional scope of work provided for in any future task order(s) agreed to by the parties, at rates and for compensation provided in the GENERAL COMPENSATION TERMS, **Exhibit "B",** said exhibits being attached hereto and made a part hereof for all purposes.

**B. Provider shall provide to the City Director of Economic Development on behalf of COSADC a statement of campaign strategy that includes the selection of media enterprises for the campaign, frequency and times for publication, costs and copies of proposed media campaign material for publication, for audit purposes. The parties contemplate that the first statement of campaign strategy is identified in the Scope of Work (Exhibit A) of this agreement.**

**C.** Provider represents and warrants to COSADC that throughout the term of this agreement and the performance of any services hereunder that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; and (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

**5. COMPENSATION:**

**A.** The amount of compensation payable by COSADC to Provider shall be based on the price, rates and schedules provided in the GENERAL SCOPE OF WORK, **Exhibit "A"** and incorporated into this Agreement for all purposes. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE EXHIBITS ATTACHED HERETO OR THE CONTRACT DOCUMENTS, COMPENSATION DUE AND PAYABLE UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF FIVE THOUSAND AND NO/100 DOLLARS ($5,000) FOR MARKETING AND ADVERTISING SERVICES RELATING TO THE 2019 BUSINESS PLAN COMPETITION, EXCEPT AS MAY BE AGREED TO UNDER SEPARATE WRITTEN INSTRUMENT EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF EACH OF THE PARTIES.

**B.** Unless otherwise specifically provided under the General Compensation Terms, **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

**6**. **CONTRACT DOCUMENTS:** The following documents from the COSADC of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

General Scope of Work, **Exhibit "A"**;

General Compensation Terms, **Exhibit "B";**

Insurance Requirements, **Exhibit "C"**; and

Any Task Orders that may issue for additional services as agreed to**.**

All contract documents attached hereto as exhibits are incorporated into this agreement as if fully set forth herein, verbatim.

**7. OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by COSADC to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of COSADC. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion. If COSADC modifies and/or uses the documents for any reason other than their intended use without Provider's authorization, Provider shall be released from any liability associated with that use.

**8. AUDIT AND INSPECTION RIGHTS:**

**A.** COSADC may, at reasonable times, and for a period of up to three (3) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**B.** COSADC may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

**9. AWARD OF AGREEMENT:** Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

**10. PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

**11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and city laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

**12. INDEMNIFICATION. To the fullest extent permitted by law, Provider shall indemnify, and hold harmless COSADC and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses or liabilities (collectively referred to as "Liabilities"), plus reasonable attorney's fees in proportion to Provider's liability, by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the negligent or intentional failure of Provider: to comply with any of the paragraphs herein; or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful**

**misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.**

**For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by COSADC but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.**

**13. INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers' Compensation and Professional Liability. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by COSADC, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of COSADC for adequacy of protection and evidence of such coverage shall be furnished to COSADC on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to COSADC. Completed Certificates of Insurance shall be filed with COSADC's Risk Manager at COSADC Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with COSADC.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, except for Professional Liability, to waive all rights of subrogation against COSADC, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of COSADC, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following COSADC's written notice, Provider shall be deemed in default of this Agreement.

**14. DEFAULT:** If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may, upon written ten (10) days notice of the default to Provider and the default not being cured during the notice period, immediately terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then COSADC may declare a default and terminate the contract.

**15. RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the COSADC Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the COSADC Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against COSADC. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written

Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the COSADC Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

**16. TERMINATION RIGHTS OF COSADC:** COSADC shall have the right to terminate this Agreement upon the occurrence of an event of default hereunder as provided at Section 14 "Default", above. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider from and after the initial occurrence of the event constituting the default.

**17. NONDISCRIMINATION:** Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**18. ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

**19. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate

by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

| **TO DEVELOPMENT CORP.:** | **TO PROVIDER:** |
|---|---|
| COSADC of San Angelo<br>Attn: Guy Andrews, Director<br>of Economic Development<br>69 N. Chadbourne<br>San Angelo, Texas 76903<br>Phone: (325) 653-7197 | MCLAUGHLIN ADVERTISING.<br>Attn: Stephen McLaughlin<br>929 Turner Street<br>San Angelo, Texas 76903<br><br>Phone: (325) 947-2595 |

**20.** **AMENDMENTS:** COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of COSADC and Provider, and approved by COSADC. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement.

**21.** **MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or COSADC of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

**E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**F.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas

State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

**G.** This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

**H.** Anything in this Agreement to the contrary notwithstanding, the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

**22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**23. INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide Services to COSADC as an independent contractor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of COSADC, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to COSADC under this Agreement.

**24. CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

**25. REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement. Provider warrants that at the time of execution of this Agreement, Provider has completed and filed with COSADC for acceptance and filing with the Texas Ethics Commission, a CERTIFICATE OF INTERESTED PARTIES, Ethics Commission Form 1295.

**26. DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

**27. ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**28.** **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

**29.** **CERTIFICATION RELATING TO PROHIBITED BUSINESS:** At time of execution of this Agreement/Contract, Contractor/Provider shall execute and provide to COSADC/Owner the verified certification in a form provided by COSADC in compliance with Chapter 2270 of the Texas Government Code and Subchapter "F" of Chapter 2252 of the Texas Government Code.

[*Signature Page to Follow*]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

"PROVIDER"
STEPHEN MCLAUGHLIN, dba
MCLAUGHLIN ADVERTISING

_____
Stephen McLaughlin
EMAIL: Stephen@mclaughlinadvertising.com

"COSADC"
CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

_____
Todd Kolls, President

ATTEST:

_____
Nora Nevarez, Secretary

APPROVED AS TO CONTENT:

_____
Guy Andrews, Director
of Economic Development

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

APPROVED AS TO INSURANCE

_____
Charles Hagen, Risk Manager

**EXHIBIT "A"**

**STATEMENT OF GENERAL SCOPE OF SERVICES**

The following Scope of Work will be provided:

> Advertise and promote the Business Plan Competition pre and post award. In addition, secure contributions of in-kind prizes for award winners estimated as indicated.

DURATION OF CAMPAIGN: May 1, 2019 – February 26, 2020

CONTRACT BUDGET (up to and not to exceed): $5,000

METHODOLOGY:

-$500 Production work to include TV, print, and digital ad production

-$500 Live (200,000 Online Impressions)

-$500 KKSA (58 ads KKSA, 58 KIXY n/c, 58 KWFR n/c)

-$500 Standard Times (2x4 ads run four weeks)

-$500 Google AdWords (90 days at $5.56 daily budget)

-$1000 KLST (12 KLST ads to include 2x 10p news, 2x 6p news,)
(10 KSAN ads to include 2x 10p news, 2x 6p news,)

-$500 Digital Billboard (95 ads on ABC, 35 n/c on CW)

-$500 KIDY (45 ads)

-$500 Suddenlink FNC and CNN (60 ads)

Total $5,000.00

MEDIA SELECTION CRITERIA**:**

- 50% Demonstrated Effectiveness recently and in 2017 and 2018 BPC campaigns
- 35% Donation of In-kind prizes and added value for competition advertising
- 15% Cost per point (verified 3rd party ratings)

PERFORMANCE MEASURES

McLaughlin Advertising will also negotiate for in-kind air time to promote the contest

as well as prize packages for winners in exchange for sponsorship status with the following media

San Angelo Live, KLST, Foster, KLST, KTXS and KIDY

**EXHIBIT "B"**

**GENERAL COMPENSATION TERMS**

Payments under this Agreement shall be in accordance with the foregoing fee schedule, notwithstanding anything to the contrary in this Professional Services Agreement and exhibits attached thereto, in no event shall the total sum payable under this Agreement for marketing and advertising services for the 2019 Business Plan Competition exceed FIVE THOUSAND AND NO/100 DOLLARS ($5,000.).

Additional marketing and advertising services may be provided for upon authorized task orders executed by each of the parties. Unless otherwise provided in the task order, rates applicable shall be $50 per hour for ad production and 15% commission on media placement.

**SPECIAL INSURANCE**
**EXHIBIT "C"**

**SPECIAL INSURANCE RIDER**

**TYPES AND AMOUNTS OF INSURANCE REQUIRED**. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

**1.1** **Commercial General Liability**. This policy shall be an occurrence-type policy and shall protect Provider and additional insured against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

| | |
|---|---|
| $2,000,000.00 | General Aggregate |
| $1,000,000.00 | Products – Completed Operations |
| $1,000,000.00 | Personal & Advertising Injury |
| $1,000,000.00 | Each Occurrence |
| $ 100,000.00 | Fire Damage (any one fire) |

**1.2** **Business Automobile Liability**. This policy shall be written in comprehensive form and shall protect Provider and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

| | |
|---|---|
| $ 1,000,000.00 | Combined Single Limit |

**1.3** **Workers' Compensation and Employer's Liability.** If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

| Statutory Amount | Workers' Compensation |
|---|---|
| $ 500,000.00 | Employer's Liability, Each Accident |
| $ 500,000.00 | Employer's Liability, Disease - Each Employee |
| $ 500,000.00 | Employer's Liability, Disease - Policy Limit |

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Shannon Scott, Economic Development Specialist, COSADC, 325.653.7197

Meeting Date: May 22, 2019

Item type: Executive Session Item

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**Caption:**

Section 551.087 to deliberate regarding commercial or financial information that the Board is receiving from business prospects with whom economic development negotiations are being conducted, and discuss financial or other incentives relating to the following projects:

Project 2019-S28
Project 2019-DB68
Project Chem 2

**Summary/History:**

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Shannon Scott | Created/Initiated |
| Dan Saluri | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: May 22, 2019

Item type: Executive Session Item

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**Caption:**

Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

A vacant tract of land being 180 +/- acres out of J C Matthews Abstract 8071, Survey 0178, and being a portion of Property identified as Tax ID #61-08071-0711-000-00, located adjacent to the south right of way of FM 2105 approximately 1.5 miles west of Hwy 277

**Summary/History:**

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Robert Schneeman | Created/Initiated |
| Guy Andrews | Approved |
| Theresa James | Approved |
| Nolan Sosa | Approved |
| Tina Dierschke | Approved |
| Dan Saluri | Approved |
| Guy Andrews | Final Approval |