



Agenda 10/23/2019

Notice is hereby given of a regular meeting of the City of San Angelo Development Corporation (COSADC) to be held on October 23, 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 September 25, 2019 meeting minutes
- b. Consider approving the necessary corporation disbursements
- c. Consider adoption of a motion authorizing the Board President to negotiate and execute an annual pest control services agreement with MDK Services, LLC , for the BRC building, not to exceed \$500 annually, with provision for renewals.

5. Regular Agenda

- a. Consider approving the September 2019 Financial Statements (Presentation made by Tina Dierschke, Director of Finance)
- b. Consider a Resolution of the City of San Angelo Development Corporation Board of Directors authorizing the Board President to negotiate and execute a first amendment to the economic development performance agreement with CalTech Software Systems, Inc., amending the job creation and employee training assistance provisions therein with a commensurate reduction in grant incentives payable. (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator)
- c. Consider approving the proposed COSADC meeting calendar for 2020 (Presentation made by Nora Nevarez, Economic Development Assistant)

- d. Consider a resolution authorizing the president to negotiate and execute a professional services agreement, with Centurion Planning and Design in a sum not to exceed \$24,765, to perform professional engineering and surveying services for a right turn lane and driveway approach design and final TXDOT permit application services for a project for a portion of the remainder of Block 1 San Angelo Gateway Addition Section 1 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Presentation made by Robert Schneeman, Economic Development Project Manager)
- e. Update presentation regarding Airport Gateway Clearing project (Presentation made by Guy Andrews, Economic Development Director)
- f. Update presentation regarding the I-27 Study Initiated by HB 1079 (Presentation by Guy Andrews, Economic Development Director)
- g. Update presentation regarding the Permian Basin and Presidio Regional Freight Mobility Studies (Presentation by Guy Andrews, Economic Development Director)
- h. Update presentation regarding the "Cowboy" and "200% Wool" Gateway Improvements (Presentation by Guy Andrews, Economic Development Director)

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-LSB181

Project 2019-CC141

Project 2019-C252

Project 2019-E212

Allen's Transport

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 October, 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.

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

Meeting Date: October 23, 2019

Item type: Consent Item

Caption:

Consider approving the September 25, 2019 meeting minutes

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|------------------------------|-------------------------------|
| 1. COSADC Minutes 09-25-2019 | COSADC Minutes 09-25-2019.doc |
|------------------------------|-------------------------------|

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Dan Saluri	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

City of San Angelo, Texas
Development Corporation Meeting
Wednesday, September 25, 2019

Todd Kolls, President
Dr. David Cummings, Second Vice President
Edward Carrasco, Director
Max Puello, Director
Erica Lara, Director
Garland Freeze, Director

1. Call to Order

With a quorum of the City of San Angelo Development Corporation Board Members present, President Kolls called the regular session of the City of San Angelo Development Corporation meeting to order at 8:31 a.m., on Wednesday, September 25, 2019 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, TX 76903

2. Prayer

An invocation was provided by Director Carrasco

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.

Dave Erickson, Director of ASU Small Business Development Center introduced Blake Harrison and Savannah Morrow, ASU Graduate Assistants.

4. Consent Agenda

- a. Consider approving the August 28, 2019 meeting minutes
- b. Consider approving the necessary corporation disbursements
- c. Consider approving the August 2019 financial statements
- d. Consider a resolution authorizing the Board President to negotiate and execute a Business Resource Center office lease agreement with Rodger Horton d/b/a Shea Transportation

Motion: Director Carrasco made the motion, seconded by Director Freeze to approve the consent agenda as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

5. Regular Agenda

- a. Consider rescheduling the November, 2019 meeting to November 20, 2019 (Presentation by Nora Nevarez, Economic Development Assistant)

Motion: Director Carrasco made the motion, seconded by Director Puello to approve rescheduling the November meeting as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

- b. Presentation and discussion of the Airport Real Estate Development Strategy for San Angelo Regional Airport (Presentation made by Molly Waller, Managing Member, Centurion Planning & Design)

No action was taken on this item

- c. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$638,861, for Affordable Housing Assistance Program (AHAP) to assist low income qualifying homeowners in rehabilitation of residential structures damaged citywide by the E2 tornado occurring on May 18, 2019, a project authorized under Chapter 505 of the Texas Development Corporation Act for projects related to affordable housing (Presentation made by Robert Schneeman, Economic Development Project Manager)

No Public Comment

- d. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$13,000, for a project for Air Service Marketing and Recruitment services authorized under the Texas Local Government Code, Chapter 505 for the promotion and development of new or expanded business enterprises that create or retain primary jobs. (Presentation made by Robert Schneeman, Economic Development Project Manager)

No Public Comment

- e. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$600,000, for purchase of a vacant tract of land being 180 acres more or less, out of JC Matthews Abstract 8071, Survey 0178, and W.C.R.R. Co Survey 177, Abstract 4031, being a portion of Tax Lot ID #61-08071-0711-000-00, generally located adjacent to the south right-of-way of FM2105, 1.5 miles west of Hwy 277, a project authorized under Chapter 505 of the Texas Development Corporation Act for Industrial and Commercial Development necessary to promote economic development and expanded business enterprises that create or retain primary jobs (Presentation by Robert Schneeman, Economic Development Project Manager)

No Public Comment

- f. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$70,000 to provide an Economic Development Incentive to DOUBLE BARREL OUTFITTERS, LLC 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 C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

No Public Comment

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 8:58 a.m., the Board convened in Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meeting, 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-LSB181

Project 2019-E212

Project 2019-CC141

No action taken

- b. San Angelo Chamber of Commerce Performance Agreement

Update on agreement

At 9:26 a.m., the Board reconvened

7. Follow Up and Administrative Issues

- a. Consideration and possible action of items discussed in Closed Session, if needed

Motion: President Kolls made the motion, seconded by Director Freeze to approve San Angelo Chamber of Commerce Performance Agreement as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

- b. Announcements and consideration of Future Agenda Items

No announcements or future agenda items were discussed

8. Adjournment

At 9:27 a.m. President Kolls made a motion, seconded by Vice President Dr. Cummings to adjourn the meeting. The motion carried unanimously six (6) 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.)

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

Meeting Date: October 23, 2019

Item type: Consent Item

Caption:

Consider approving the necessary corporation disbursements

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Disbursement 10-23-2019.xlsx

Disbursement 10-23-2019.xlsx.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez

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 October 23 2019

Economic Development

High Ground	\$	25,000.00	Prof Dues & Services (Inv. 1003) Reimburse for 4th Qtr H T E Expenses: Electric = \$2,073.68; Admin Copier rental = \$243.52; Admin Communication = \$263.76; Admin Cellular = \$713.46; Admin-Travel & Lodging = \$969.23; Admin. Tech Capital = \$2,995.76; & Admin Postage = \$48.70	
COSA		7,308.11		
Shea Transportation		5,600.00	Rail Project Consulting (Inv. 4)	Ck. 4677
McLaughlin Advertising		5,075.90	Marketing banner (Inv 2556) BP marketing (Inv. 2616)	Ck. 4675
McLaughlin Advertising		4,000.00	BREP Sponsorship	Ck. 4669
SKG Engineering, LLC		2,600.00	Phase I Environmental Site Assessment (Inv. 5587) Reimburse for P-card July-Sept. 2019: Admin training = \$500.00; Admin food = \$326.15; Admin travel & lodging = \$1,546.50; & Admin office supplies = \$119.98	
COSA		2,492.63		
Total for Board Consideration	\$	52,076.64		
High Ground	\$	800.00	Annual Meeting - Platinum Sponsorship	Ck. 4674
San Angelo Chamber of Commerce		575.00	Leadership San Angelo registration S. Scott	Ck. 4670
Ener-Tel		213.25	Repair Fire system monitor (Inv 199272)	Ck. 4676
Canon Financial Services, Inc.		171.32	Copier rental for Business Factory (Inv. 20513985)	Ck. 4672
House of Chemicals		135.08	Cleaning supplies (Inv. 561296)	Ck. 4671
CTWP		125.77	Overage charge for COSADC copier (Inv. 1097251)	Ck. 4673
	\$	2,020.42		
Total Economic Development Disbursements	\$	54,097.06		
<u>Ballot</u>				
COSA	\$	2,521.66	Reimburse for W TX Water Partnership - Aug 2019	Ck. 1521
Total for Board Consideration	\$	2,521.66		
Total Routine Disbursements	\$	-		
Total Ballot Disbursements	\$	2,521.66		
Grand Total Disbursements this Period	\$	56,618.72		

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

Meeting Date: October 23, 2019

Item type: Consent Item

Caption:

Consider adoption of a motion authorizing the Board President to negotiate and execute an annual pest control services agreement with MDK Services, LLC , for the BRC building, not to exceed \$500 annually, with provision for renewals.

Summary/History:

Consider adoption of a motion authorizing the Board President to negotiate and execute an annual pest control services agreement with MDK Services, LLC , for the Business Resource Center (BRC) building, not to exceed \$500 annually, with provision for renewals.

Financial Impact:

FY 2020 budgeted item for services at the BRC

Other Information/Recommendation:

Attachments:

1. 20-0022_Non Professional Services Agreement - MDK Services LLC 2019 20-0022_Non Professional Services Agreement - MDK Services LLC 2019.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez
Dan Saluri
Nolan Sosa
Tina Dierschke
Guy Andrews

Created/Initiated
Approved
Approved
Approved
Final Approval

NON-PROFESSIONAL SERVICES AGREEMENT FORM

This Agreement is entered into on October 23, 2019 ("Effective Date") by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and MDK Services, LLC, a Texas corporation ("Contractor").

1. STATEMENT OF WORK:

A. Description of Work. Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work set forth in **Exhibit "A"** entitled "Scope of Work", which by this reference is incorporated into and made a part of this Agreement ("Work").

B. Contract Price. COSADC shall pay to Contractor for performance of Work embraced in this Agreement, and Contractor shall accept as full compensation therefore, the Quoted Price for Services as shown in **Exhibit "B"**, payment thereof to be made in current funds in the manner provided in paragraph 2 below.

C. Term. This Agreement shall be in effect for a period of *One* (1) year from the effective date. It may be extended for an additional year upon written agreement of the parties, at least *Thirty* (30) days prior to expiration of the initial term.

2. PAYMENT PROCEDURES: Upon completion and acceptance of Work by COSADC, Contractor shall invoice COSADC for payment. COSADC shall pay the invoice within thirty (30) days of receipt.

3. CONTRACTOR'S REPRESENTATIONS: In order to induce COSADC to enter into this Agreement, Contractor makes the following representations to COSADC:

A. Contractor has familiarized itself with the nature and extent of this Agreement, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of this Agreement; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given COSADC advanced written notice of all conflicts, errors, or discrepancies that it has discovered in this Agreement prior to submitting a quote and the written resolution thereof by COSADC is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in this Agreement in a timely manner.

4. INDEMNIFICATION:

CONTRACTOR SHALL INDEMNIFY, DEFEND 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 (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") 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 THE SERVICES CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR 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. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. INSURANCE - TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Contractor shall, obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

A. COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of COSADC or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor 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 (2) 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)

B. BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds 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 not be less than:

\$ 1,000,000.00	Combined Single Limit per Claim
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C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor 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

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers compensation program in Texas and furnishes evidence of such qualification to COSADC in accordance with the notice provisions of this Agreement.

If Contractor uses contract labor, contractor shall require its sub-contractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required.

6. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. Contractor shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. COSADC shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/ or medical insurance and workers' compensation insurance on Contractor's employees.

7. AMENDMENTS. COSADC or Contractor 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 both organizations, and approved by COSADC. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Contractor from their respective obligations under this Agreement.

8. **ASSIGNMENT.** No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9. **BREACH.** Before COSADC shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given COSADC within six (6) months of the date Contractor alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 2.05 of the COSADC of San Angelo Code of Ordinances.

10. **APPLICABLE LAW.** This Agreement and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

11. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

12. **VENUE.** This Agreement, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to the Work covered by this Agreement shall be in Tom Green County, Texas.

13. **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.

14. **AUTHORITY TO EXECUTE.** Each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to it.

IMPORTANT: 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 (Exhibit "C") in compliance with Chapter 2270 of the Texas Government Code and Subchapter F of Chapter 2252 of the Texas Government Code.

[Signature Page Follows]

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

**“PROVIDER”:
MDK SERVICES, LLC**

By: _____
Name/Title: Katie Wilha, Office Manager
Email: kate@mdkpest.com

**“COSADC”
CITY OF SAN ANGELO DEVELOPMENT
CORPORTATION**

By: Todd R. Kolls, President | _____

ATTEST:

DATE: _____

Nora Nevarez, Secretary

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Dan T. Saluri, Deputy City Attorney

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

Guy Andrews, Director - COSADC

EXHIBIT “A”

SCOPE OF WORK

Provide once quarterly (four times per year) effective pest control services to interior and grounds of the Business Resource Center (BRC) two story building located at 69 N. Chadbourne, including, but not limited to”

- o Pest control services within all office suites and common areas in the BRC Building including application of environmentally safe pesticides.
- o Pest control services on grounds immediately surrounding the BRC Building including application of environmentally safe pesticides.

EXHIBIT "B"

CHARGES



P.O. Box 3278
San Angelo, TX 76902
325-658-3498
www.mdkpest.com
katie@mdkpest.com

Pest Control Service Agreement

Customer Name: COSA - Business Resource Center Address: 169 N. Chadbourne
City: San Angelo State: Texas Zip: 76903 Phone: 325-653-7197
E-Mail: _____ Phone: _____
Billing Name: _____ Billing Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
E-Mail: _____ Phone: _____
Service Frequency: Monthly ☐ Bi-Monthly ☐ Quarterly ☒ One Time ☐ Property Type: Residential ☐ Commercial ☒
Service Month: Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐

Pest Covered Under This Agreement:

American Roach, Brown-Banded Roach, Oriental Roach, Smokey Brown Roach, Centipede, Millipede, Non-Poisonous Spiders, Scorpions, Wasps, Crickets, Earwigs, Firebrats, Pill bugs, Sow bugs, Silverfish, Moths, Pharaoh Ant, Acrobat Ant, Argentine Ant, Little Black Ant, Pyramid Ant, Harvester Ant, Pavement Ant, Mice, Rats, Fire Ants Around Perimeter of Structure Only.

Pest Tube System: Yes ☐ No ☐

Pest Covered Under This Agreement for Additional Charge: Fleas ☐ Ticks ☐ German Roach ☐ Gnats ☐ Weevils ☐ Spring
Tails ☐ Box Elder Bugs ☐ Crazy Ants ☐ Ghost Ants ☐ Flies ☐ Bee's ☐ Fire Ant (grounds) ☐ Carpenter Ant ☐ Other ☐

Notes:

Services will be done at the Business Resource Center
14,486 sq ft.

Service Guarantee: MDK Services agrees to control the above marked pest in accordance with terms and conditions of this service agreement. Other pest above not marked will require additional charges to control. All labor and materials will be furnished to provide pest control and maximum safety requirements by Federal, State and City regulations. MDK Services is not responsible for damage to the structure, property, contents, and or for the repair or replacement thereof. This agreement does not include service for Termites or other wood destroying organisms, nor does it provide for the repair and or replacement of damage caused by wood destroying organisms.

Service Agreement: This agreement will be for an initial period of twelve months (with the exception of one-time agreements which are for 30 days from original service date) and will renew itself annually after the initial 12-month period. This agreement may be cancelled after the initial period of twelve months with 30 days written notice by either party. Customer agrees to make the place of service available for the treatment/inspection as often as necessary to control pest(s). MDK Services reserves the right to change your service frequency based on pest infestations at any time.

ALL PAYMENTS ARE DUE AT THE TIME OF SERVICE. Any payments not made at time of service will be billed and accessed a \$5.00 billing charge. There will be a \$ 30.00 return check charge on all returned checks. YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. _____ CI

Initial Agreement Charge \$ 79.00 Discount Code _____ and Amount \$ _____ Total Initial Charge \$ 79.00
Regular Agreement Charge \$ 316.00 Annual Agreement Charge \$ 316.00 Sales Tax \$ _____ Total Agreement Cost \$ 316.00

Customer Signature: _____ Date: _____

Representative Signature: Katie W. Printed Name: Katie Wilha Date: _____

MDK Services LLC P.O. Box 3278 San Angelo, TX 76902
Business License # 0784428 Licensed & Regulated by Texas Department of Agriculture
P.O. Box 12847 Austin, TX 78711-2847 Phone #: 866-918-4481 Fax 888-232-2567



MDKSERV-01

SMCCAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dexter & Company 3601 Cedar Springs Road Dallas, TX 75219	CONTACT NAME: Shannon McCay	
	PHONE (A/C, No, Ext): (214) 526-5646	FAX (A/C, No): (214) 526-6926
	E-MAIL ADDRESS: smccay@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Imperium Insurance Company	35408
INSURED MDK Services LLC P.O. Box 3278 San Angelo, TX 76902	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			IIC-GL-01846-06	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IIC-WC-01084-03	4/11/2019	4/11/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N	N / A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of San Angelo Business Resource Center
69 N Chadbourne
San Angelo, TX 76903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Consider approving the September 2019 Financial Statements (Presentation made by Tina Dierschke, Director of Finance)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------|------------------------|
| 1. | COSADC Stmtns 1909 | COSADC Stmtns 1909.pdf |
|----|--------------------|------------------------|

Presentation:

Approvals/Reviews:

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

City of San Angelo Development Corporation

Financial Information and Schedules As of September 30, 2019

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Hickory Water Supply

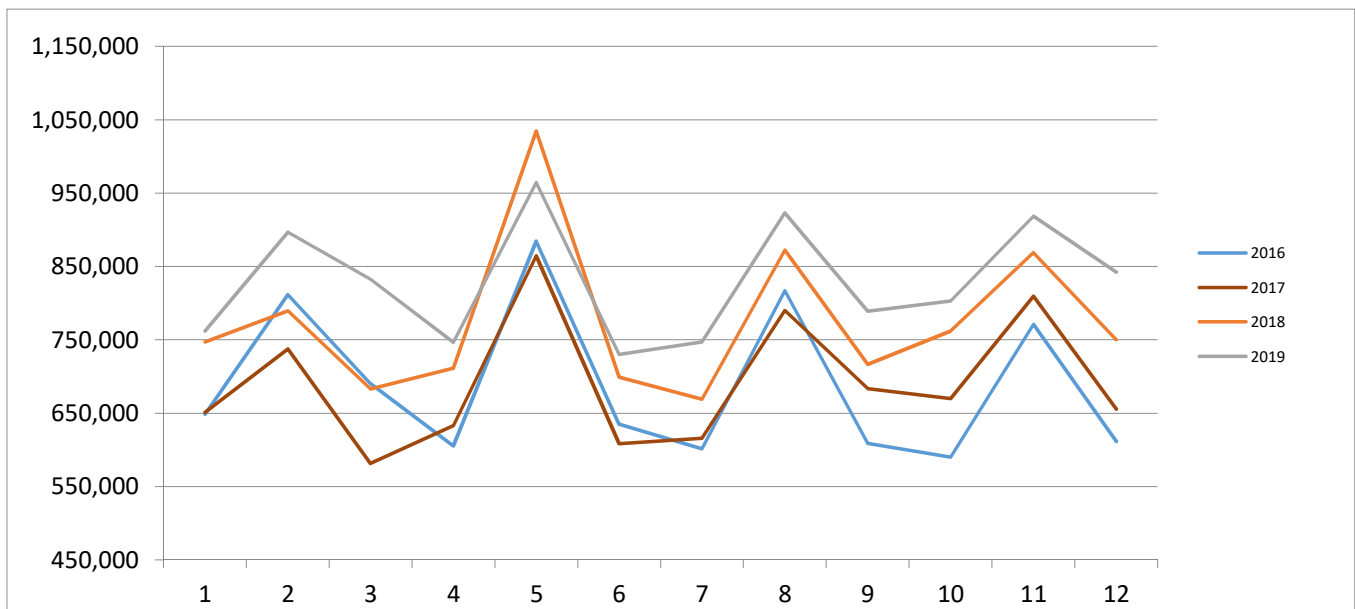
**City of San Angelo Development Corporation
Executive Summary
September 2019**

Available Fund Balances

Unassigned Fund Balance-Economic Development	5,793,347
Unassigned Fund Balance-Ballot	3,170,166

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	923,026	5.82%
Jun	608,947	683,530	716,509	789,102	10.13%
Jul	590,012	669,686	761,927	802,784	5.36%
Aug	771,109	809,685	868,604	918,423	5.74%
Sep	611,361	655,327	750,212	842,023	12.24%



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

ASSETS

Current Assets

Checking/Savings

101101 · Cash 2,719

103200 · Money Market 4,835,424

Total Checking/Savings 4,838,143

Accounts Receivable

115000 · Sales Tax Receivables 439,907

Total Accounts Receivable 439,907

Other Current Assets

117000 · Investments 10,002,198

Total Other Current Assets 10,002,198

Total Current Assets 15,280,248

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 (770,217)

Total Fixed Assets 2,113,481

TOTAL ASSETS

17,393,729

LIABILITIES & FUND EQUITY

Liabilities

Current Liabilities

201000 · Accounts Payable 2,807

Total Current Liabilities 2,807

Total Liabilities 2,807

Fund Equity

Committed for Eco. Dev. Projects 9,484,094

Restricted for Fixed Assets 2,113,481

Unassigned Fund Balance 5,793,347

Total Fund Equity 17,390,922

TOTAL LIABILITIES & FUND EQUITY

17,393,729

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

	Budget	Month Actual	YTD Actual	Over/(Under) Budget	% of Budget
Revenues					
313000 · Income-Sales & Use Tax	2,581,684	275,680	2,794,044	212,360	108%
360000 · Interest on Investments	100,000	7,826	330,506	230,506	331%
363101 · Lease Income	55,894	0	55,478	(416)	99%
366000 · Reimbursements	0	1,750	12,624	12,624	100%
Total Revenues	2,737,578	285,256	3,192,652	455,074	117%
Expenditures					
410000 · Administrative	135,915	2,074	74,487	(61,428)	55%
412000 · Partner Affiliations	103,892	2,000	103,297	(595)	99%
415000 · City Services	548,374	137,093	548,374	0	100%
415331 · Annual Report	500	0	0	(500)	0%
420000 · Industrial Park Ops & Maint	16,310	4,097	12,298	(4,012)	75%
440000 · Marketing-Chamber of Commerce	225,000	0	225,000	0	100%
440200 · Business Ret & Exp Prog	22,392	144	8,226	(14,166)	37%
445000 · Promotion (SADC Marketing)	5,000	4,000	4,899	(101)	98%
450000 · Business Resource Ctr	43,717	3,649	36,305	(7,412)	83%
452101 · Business Factory	84,600	1,427	17,719	(66,881)	21%
Total Operating Expenditures	1,185,700	154,484	1,030,605	(155,095)	87%
452115 · Project-Blue Cross Blue Shield	37,118	0	37,118	0	100%
452119 · Project-Air Service Marketing	5,955	0	5,000	(955)	84%
452124 · Project-DeCoty Coffee	81,734	0	168	(81,566)	0%
452132 · Project-TGC/GAFB	8,399	0	0	(8,399)	0%
452134 · Project-Principal LED	109,005	0	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	0	20,000	(562,899)	3%
452139 · Project-Parkhill	84,548	0	32,440	(52,108)	38%
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	0	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	1,149,225	0	49,225	(1,100,000)	4%
452153 · Project-Airport Master Plan	120,991	0	120,991	0	100%
452154 · Project-Principal LED BREP	300,147	0	100,000	(200,147)	33%
452155 · Project-Carter Fentress	20,000	0	16,000	(4,000)	80%
452156 · Project-Shea Transportation	49,000	3,517	10,307	(38,693)	21%
452157 · Project-Chadbourne	3,750,000	0	1,500,000	(2,250,000)	40%
452158 · Project-Comm. Dev. Strategies	65,000	0	62,965	(2,035)	97%
452159 · Project-Centurion Planning	7,500	0	7,120	(380)	95%
452160 · Project-Ener-Tel	50,000	0	0	(50,000)	0%
452162 · Project-W TX Steel	59,000	0	0	(59,000)	0%
452163 · Project-SMC	200,000	0	0	(200,000)	0%
452164 · Project-J's Deer & Wild Game	60,000	0	0	(60,000)	0%
452165 · Project-Schwertner Property	600,000	4,500	9,500	(590,500)	2%
452166 · Project-Bradford Area	638,861	0	0	(638,861)	0%
452900 · Project-Future Projects	178,383	0	0	(178,383)	0%
453000 · Capital Purchases	30,000	0	0	(30,000)	0%
Total Project Expenditures	12,097,555	8,017	2,405,078	(9,692,477)	20%
Total Expenditures	13,283,255	162,501	3,435,683	(9,847,572)	26%
Revenue Over/(Under) Expenditures	(10,545,677)	122,755	(243,031)	10,302,646	

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

Project	Original Allocation	Current Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Blue Cross Blue Shield	371,190	371,190	37,118	371,190	0
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
Principal 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	32,440	270,892	52,108
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	1,149,225	49,225	49,225	1,100,000
Airport Master Plan	120,991	120,991	120,991	120,991	0
Principal LED BREP	300,147	300,147	100,000	100,000	200,147
Carter Fentress	20,000	20,000	16,000	16,000	4,000
Shea Transportation	49,000	49,000	10,307	10,307	38,693
Chadbourn	1,500,000	3,750,000	1,500,000	1,500,000	2,250,000
Comm. Dev. Strategies	65,000	65,000	62,965	62,965	2,035
Centurion	7,500	7,500	7,120	7,120	380
Ener-Tel	50,000	50,000	0	0	50,000
W TX Steel	59,000	59,000	0	0	59,000
SMC	200,000	200,000	0	0	200,000
J's Deer & Wild Game	60,000	60,000	0	0	60,000
Schwertner Property	600,000	600,000	9,500	9,500	590,500
Bradford Area	638,861	638,861	0	0	638,861
	10,392,219	13,760,009	2,405,078	4,275,915	9,484,094

Total Committed, Not Expended

9,484,094

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

ASSETS

Current Assets

Checking/Savings

101101 · Cash

27,414

103200 · Money Market

2,285,371

Total Checking/Savings

2,312,785

Accounts Receivable

115000 · Sales Tax Receivables

1,130,501

115201 · Note Receivable

5,943

Total Accounts Receivable

1,136,444

Total Current Assets

3,449,229

TOTAL ASSETS

3,449,229

LIABILITIES & FUND EQUITY

Fund Equity

Committed for Ballot Projects

279,063

Assigned for Debt Service

-

Unassigned Fund Balance

3,170,166

Total Fund Equity

3,449,229

TOTAL LIABILITIES & FUND EQUITY

3,449,229

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

	<u>Budget</u>	<u>Month Actual</u>	<u>YTD Actual</u>	<u>Over/(Under) Budget</u>	<u>% of Budget</u>
Revenues					
313000 · Income-Sales & Use Tax	6,638,617	708,892	7,184,684	546,067	108%
360000 · Interest on Investments	30,000	4,005	58,843	28,843	196%
Total Revenues	<u>6,668,617</u>	<u>712,897</u>	<u>7,243,527</u>	<u>574,910</u>	<u>109%</u>
Expenditures					
410000 · Administrative	4,512	0	4,512	0	100%
415000 · City Services	60,930	15,233	60,930	0	100%
430000 · Loan/Debt Service	5,279,175	0	5,261,525	(17,650)	100%
Total Operating Expenditures	<u>5,344,617</u>	<u>15,233</u>	<u>5,326,967</u>	<u>(17,650)</u>	<u>100%</u>
451200 · Project-Affordable Housing	361,139	0	245,044	(116,095)	68%
452123 · Project-W. Tx Water Partnership	200,000	2,522	37,032	(162,968)	19%
452900 · Project-Future Projects	819,135	0	0	(819,135)	0%
Total Project Expenditures	<u>1,380,274</u>	<u>2,522</u>	<u>282,076</u>	<u>(1,098,198)</u>	<u>20%</u>
Total Expenditures	<u>6,724,891</u>	<u>17,755</u>	<u>5,609,043</u>	<u>(1,115,848)</u>	<u>83%</u>
Revenue Over/(Under) Expenditures	<u>(56,274)</u>	<u>695,142</u>	<u>1,634,484</u>	<u>1,690,758</u>	

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

Project	Project Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Ballot Projects:				
Water Supply Projects				
West Texas Water Partnership	655,708	37,032	492,740	162,968
* 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	37,032	2,033,745	162,968
Total Water Supply Projects				162,968
Affordable Housing				
Revenues				
* Sale of Fixed Assets - Blackshear Properties	394,351	0	394,351	-
Total Revenues				
Expenditures				
Affordable Housing	3,159,195	245,044	3,043,100	116,095
* 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	245,044	4,612,097	116,095
Total Affordable Housing				116,095
Other Projects				
* Sports Facilities Maintenance	285,353	0	285,353	-
Total Expenditures	285,353	0	285,353	-
Total Ballot Projects Committed, Not Expended				279,063

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				-

City of San Angelo Development Corp
Transaction Detail by Account
September 2019

	Num	Name	Memo	Amount
Economic Development				
313000 · Income-Sales & Use Tax (700-0000-313.00-00)				
	946	City of San Angelo	Adjustment to July Sales Tax Receivable	40,492.13
	947	City of San Angelo	Record September Sales Tax Receivable	235,187.89
Total 313000 · Income-Sales & Use Tax (700-0000-313.00-00)				275,680.02
360000 · Interest on Investments (700-0000-361.10-00)				
	949		Record Interest for September	27.52
	949		Record MM Interest for September	7,798.41
Total 360000 · Interest on Investments (700-0000-361.10-00)				7,825.93
366000 · Reimbursements				
	1129069	Angelo State University	Reimbursement for Early VISTA Termination	1,750.39
Total 366000 · Reimbursements				1,750.39
410000 · Administrative				
410332 · Admin-Software				
	4667	SHI Government Solutions	Inv. GB00330479	-776.33
Total 410332 · Admin-Software				-776.33
410590 · Admin-Training				
	4670	San Angelo Chamber of Commerce	Inv. 87685	-575.00
Total 410590 · Admin-Training				-575.00
410605 · Admin-Public Notices				
	4666	San Angelo Standard Times	Inv. 2746691	-388.76
Total 410605 · Admin-Public Notices				-388.76
410610 · Admin-Office Supplies (700-0000-411.06-10)				
	4655	Staples Advantage	Inv. 3422511343	-207.84
	4673	CTWP	Inv. 1097251	-125.77
Total 410610 · Admin-Office Supplies (700-0000-411.06-10)				-333.61
Total 410000 · Administrative				-2,073.70
412000 · Partner Affiliations				
	4651	Ports-to-Plains	Inv. 1732	-1,000.00
	4651	Ports-to-Plains	Inv. 1733	-1,000.00
Total 412000 · Partner Affiliations				-2,000.00
415000 · City Services				
415310 · COSA-Legal Services				
	4668	City of San Angelo (COSA)	FY19 3rd Quarter Admin Services	-137,093.40
Total 415310 · COSA-Legal Services				-137,093.40
Total 415000 · City Services				-137,093.40
420000 · Industrial Park Ops & Maint				
420360 · Ind Park-Contract Services				
	4660	Flyer View Group, LLC	Inv. 1321	-3,675.00
Total 420360 · Ind Park-Contract Services				-3,675.00
420411 · Ind Park-Water/Sewer Utilities				
	4663	City of San Angelo Utility Billing	Acc 118947-187770 Service Period 07/31/19 - 09/03/19	-28.62
	4663	City of San Angelo Utility Billing	Acc 118947-187774 Service Period 07/31/19 - 09/03/19	-35.13
	4663	City of San Angelo Utility Billing	Acc 118947-187772 Service Period 07/31/19 - 09/03/19	-28.62
Total 420411 · Ind Park-Water/Sewer Utilities				-92.37
420000 · Industrial Park Ops & Maint - Other				
	4659	J & R Silva Tree Service & Landscaping	Inv. 2549	-330.00
Total 420000 · Industrial Park Ops & Maint - Other				-330.00
Total 420000 · Industrial Park Ops & Maint				-4,097.37
440200 · Business Ret & Exp Prog				

City of San Angelo Development Corp
Transaction Detail by Account
September 2019

	Num	Name	Memo	Amount
	4658	San Angelo Chamber of Commerce	Inv. 87587	-144.00
Total 440200 · Business Ret & Exp Prog				-144.00
445000 · Promotion (SADC Marketing)				
	4669	McLaughlin Advertising	Inv. 2691	-4,000.00
Total 445000 · Promotion (SADC Marketing)				-4,000.00
450000 · Business Resource Ctr				
450010 · BRC-Water/Sewer Utilities				
	4657	City of San Angelo Utility Billing	Acc 186765-50710 Service Period 07/30/19 - 08/28/19	-15.00
	4663	City of San Angelo Utility Billing	Acc 171939-179340 Service Period 07/31/19 - 08/30/19	-129.34
Total 450010 · BRC-Water/Sewer Utilities				-144.34
450012 · BRC-Gas Utilities				
	4662	Atmos Energy	Acc 3036648466 Service Period 08/07/19 - 09/05/19	-46.66
Total 450012 · BRC-Gas Utilities				-46.66
450000 · Business Resource Ctr - Other				
	4654	Protection 1	Inv. 130310638	-112.45
	4659	J & R Silva Tree Service & Landscaping	Inv. 2550	-413.10
	4661	Protection 1	Inv. 130343509	-1,801.76
	4661	Protection 1	Inv. 130343508	220.19
	4661	Protection 1	Inv. 130343507	-640.63
	4661	Protection 1	Inv. 130343506	77.26
	4664	Dirt Doctor of San Angelo	Inv. 3939	-652.50
	4671	House of Chemicals Inc	Inv. 561296	-135.08
Total 450000 · Business Resource Ctr - Other				-3,458.07
Total 450000 · Business Resource Ctr				-3,649.07
452101 · Business Factory				
	4652	Rock Your World Decorative Conrete	FY18 BPC - 1st Place Winner - Inv. 1032	-536.07
	4654	Protection 1	Inv. 130310638	-12.49
	4659	J & R Silva Tree Service & Landscaping	Inv. 2550	-45.90
	4661	Protection 1	Inv. 130343509	-200.20
	4661	Protection 1	Inv. 130343508	24.46
	4661	Protection 1	Inv. 130343507	-71.18
	4661	Protection 1	Inv. 130343506	8.58
	4664	Dirt Doctor of San Angelo	Inv. 3939	-72.50
	4665	West Office Technology	Inv. F10857	-350.00
	4672	Canon Financial Services, Inc.	Inv. 20513985	-171.32
Total 452101 · Business Factory				-1,426.62
452156 · Project-Shea Transportation				
	4656	Shea Transportation Consulting	Inv. 3	-3,516.58
Total 452156 · Project-Shea Transportation				-3,516.58
452165 · Project-Schwertner Property				
	4653	McMillan and Quinn Inc.	Inv. 19080006	-4,500.00
Total 452165 · Project-Schwertner Property				-4,500.00
TOTAL				122,755.60

City of San Angelo Development Corp
Transaction Detail by Account
September 2019

Ballot

	Num	Name	Memo	Amount
313000 · Income-Sales & Use Tax				
	337	City of San Angelo	Adjustment to July Sales Tax Receivable	104,122.64
	338	City of San Angelo	Record September Sales Tax Receivable	604,768.86
Total 313000 · Income-Sales & Use Tax				708,891.50
360000 · Interest on Investments				
	2749	ZP Kirby Park Villas, LP	Interest on Note Payable	16.96
	339		Record MM Interest for September	3,580.55
	339		Record Interest for September	407.22
Total 360000 · Interest on Investments				4,004.73
415000 · City Services				
415310 · COSA-Legal Services				
	1520	City of San Angelo (COSA)	FY19 3rd Quarter Admin Services Contract	-15,232.60
Total 415310 · COSA-Legal Services				-15,232.60
Total 415000 · City Services				-15,232.60
452123 · Project-W. Tx Water Partnership				
	1521	City of San Angelo (COSA)	WTWP Reimbursement - August 2019	-2,521.66
Total 452123 · Project-W. Tx Water Partnership				-2,521.66
TOTAL				695,141.97

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures

Fiscal Year through September 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		-	137	1,461	1,461	167,421	168,882
Total Revenues		-	137	1,461	1,461	18,346,368	18,347,829
EXPENDITURES:							
Airport Terminal Rehab	3925	-	-	-	-	500,000	500,000
Concho River	4119	286,873	-	29,192	(257,681)	8,313,129	8,342,321
Parks	6000	468,271	-	22,280	(445,991)	456,801	479,081
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	-	51,472	(778,672)	17,460,834	17,512,306
Revenue Over/(Under) Expenditures		(830,144)	137	(50,011)			
Ending Fund Balance		55,389		835,522			

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures Fiscal Year through September 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		-	1,863	19,929	19,929	580,869	600,798
C.O. Proceeds		-	-	-	-	119,998,750	119,998,750
Total Revenues		-	1,863	19,929	19,929	120,579,619	120,599,548
EXPENDITURES:							
Easements/Property Damage	4150	-	-	-	-	106,865	106,865
Engineering	4157	2,547,269	51,773	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	51,773	2,547,269	-	117,934,765	120,482,034
Revenue Over/(Under) Expenditures		(2,547,269)	(49,910)	(2,527,340)			
Ending Fund Balance		(5,650)		14,279			

	Revenues
Previous Years Activity	120,579,619
Current Year Budget	-
Less Interest Earned	(580,869)
TOTAL	119,998,750

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

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Consider a Resolution of the City of San Angelo Development Corporation Board of Directors authorizing the Board President to negotiate and execute a first amendment to the economic development performance agreement with CalTech Software Systems, Inc., amending the job creation and employee training assistance provisions therein with a commensurate reduction in grant incentives payable. (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator)

Summary/History:

On June 30th, 2016, COSADC and Caltech Software Systems, Inc. entered into an Economic Development Performance agreement in an amount not to exceed \$603,050 for development fee rebates, annual tax grants, sales and use tax rebate incentives, job creation incentives and employee training incentives. Below is a schedule of incentives paid out as of August 31st, 2019:

Development Fee Rebate: Up to \$600 (Paid and fulfilled: \$600 in 17')

Annual Tax Grants: Up to \$1,950 (Still eligible for full amount)

Sales & Use Tax Rebate: Up to \$500 (Paid and fulfilled: \$500 in 17')

FTE Primary Job Creation: Up to \$500,000 (Paid \$20,000 in 17', \$20,000 in 19') New amended amount will be adjusted to \$150,000 per Caltech's request. (\$5,000 per FTE for up to 30 FTE's).

Employee Training Incentive: Up to \$100,000 (New amended amount will be adjusted to \$30,000 as this incentive is directly related to job creation incentives). (\$1,000 per FTE for up to 30 FTE's).

On September 12, 2019 a request was made on behalf of Caltech Software Systems, Inc. to make an amendment to their current executed Performance agreement. This amendment would include a reduction in overall potential incentives left to earn in the amount of \$181,950. (\$150,000 for job creation incentives, \$30,000 for employee training incentives and \$1,950 for annual tax grant incentives).

Financial Impact:

Original Budgeted Amount: \$603,050

Incentives Paid to Date as of Aug. 31st, 2019: \$41,100

Amended Budgeted Amount (Per Caltech's request and available eligible incentives): \$181,950

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | 19-0633_COSADC_CALTECH_EDA_FIRST_AMEND | 19-0633_COSADC_CALTECH_EDA_FIRST_AMEND.pdf |
| 2. | 16-539_COSADC_CALTECH_FIRST_AMEND_RESO | 16-539_COSADC_CALTECH_FIRST_AMEND_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

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND CALTECH SOFTWARE SYSTEMS INC.

This First Amendment to ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and CALTECH SOFTWARE SYSTEMS, INC., a Texas for profit corporation ("COMPANY"), and shall be effective from and after the 12th day of November, 2019, subject to authorization by the COSADC Board and approval of City Council. (the "Effective Date")

RECITALS:

A. COSADC and COMPANY entered into an Economic Development and Performance Agreement, effective June 30, 2016, and continuing in effect on the Effective Date hereof and for three years after payment by COSADC of the last job creation incentive due under the Agreement.

B. COMPANY has requested amendment to its job creation and employee training assistance obligations under the contract with commensurate reduction in incentives payable by COSADC.

C. The board of directors of COSADC has determined that the Project, requested amendments and provision of commensurate adjustment to direct incentives as stated in this First Amendment to the Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives as amended will serve the public purposes set forth in the Texas Development Corporation Act.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, COSADC and COMPANY agree to amend the Agreement as hereinafter provided.

TERMS

Section 1. Recitals: The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment to Agreement for all purposes.

2. TERMS, Section 3. “Company Performance Requirements”, Subpart “G” is restated in its entirety to read as follows:

G. From the Effective Date of this Agreement to December 31, 2020, Company shall create the equivalent of a minimum of one (1) new executive assistant job plus a minimum of nine (9), but not more than thirty (30) new Tier 1 or higher engineering jobs, for a total of from a minimum of ten (10) to a maximum thirty (30) new jobs, at its current site and having a gross annual pay excluding benefits of at least thirty thousand dollars (\$30,000) (hereinafter “FTE’s) Company shall retain each FTE under the terms and for the period required under Section 5. “Job Creation and Retention” of this Agreement.

3. TERMS, Section 5. “Job Creation and Retention, Subparts “A” and “D” are restated in their entirety to read as follows:

A. Attached hereto as **Exhibit “E”**, and made a part hereof for all purposes, is Company’s census of 38 existing full-time and 2 part time jobs, and one intern employed at the current Company Site on the Effective Date (hereinafter “Core Jobs”). Company shall continuously retain all of the Core Jobs through December 31, 2020, and for three consecutive years following the last job creation incentive payment made pursuant to this Agreement. Company shall annually report a summary of Core Job retention in a form substantially the same as **Exhibit “E-1”** attached hereto. In addition to continuous maintenance of the Core Jobs, Company shall create a minimum of ten (10) new FTE’s as defined herein (Tier 1 or higher Engineers – 9 and Executive Administrative Assistant – 1), but not to exceed thirty (30) new FTE’s, during the time period from the Effective Date of this Agreement to December 31, 2020 .

D. A condition precedent to Company’s right to receive or retain any job creation incentive under this Agreement is that Company retain jobs that are the equivalent of every new FTE for which it receives a job creation incentive payment for a minimum of three consecutive years from and after December 31st of the year for which the job creation incentive is paid and that the sum

total of full time jobs created be at least the equivalent of 10 FTE's, in addition to continuous retention during the full term of this Agreement of the 38 Core Jobs listed on the Company census for the Effective Date.

4. TERMS, Section 6. "COSADC Incentives and Incentive Caps", first paragraph and Subparts "D" and "E" are restated in their entirety to read as follows:

6. COSADC INCENTIVES AND INCENTIVE CAPS: Subject to Company complying with the performance requirements specified under this Agreement, Company shall become eligible to receive up to the following incentives described under this Section 6, pursuant to the schedule of incentives by type and incentive caps as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes. In no event, notwithstanding anything to the contrary in this Agreement, shall the cumulative sum of all incentives payable or credited under this Agreement exceed the maximum sum of ONE HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED AND FIFTY AND NO/100 DOLLARS (\$181, 950.00).

D. Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per job created that are the equivalent of an FTE as defined herein, from the Effective Date through December 31, 2020, at the Project Site, subject to condition that Company create and retain jobs that are at least the equivalent of 10 FTE's as herein provided and subject to Company's reimbursement obligation for any FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. In no event shall the cumulative sum of the individual incentives for job creation and retention exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

E. Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each employee having a job at the Site who successfully completes one or more

job training programs through the Concho Valley Workforce Development Board, applicable to a Company job at the Site. The incentive shall be payable to Company upon presentation of an Affidavit of Compliance accompanied with documentary evidence satisfactory to COSADC of employee's successful completion of the job training program. In no event shall the cumulative sum of the individual incentives for employees successfully completing such training programs exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

5. EXHIBIT "B" "Schedule of Incentives", is restated in its entirety to read as follows:

Exhibit "B"

Schedule of Incentives

Annual Tax Grants:

Annual tax grants for tax years 2018 through 2021, in the form of a rebate of a percentage on a sliding scale of City ad valorem taxes paid by Company assessed for value of capital improvements and business tangible personal property made at the Site up to the Minimum Project Threshold Investment, for a total sum of all annual tax grants not to exceed **\$1,950**.

FTE Primary Job Creation Financial Assistance Incentive:

Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per equivalent FTE created as defined in the Agreement from the day after the Effective Date through December 31, 2020, for the Project, each new FTE being made up of a job or jobs filled by a new full time employee, subject to Company's reimbursement obligation for any such job or jobs making up the FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. The cumulative sum of the individual incentives for FTE creation and retention shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (**\$150,000.00**).

Employee Training Program Financial Assistance Incentive

Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each full time employee successfully completing one or more job training program applicable to a Company job available through the Concho Valley Workforce Development Board, payable to Company upon presentation of documentary evidence satisfactory to COSADC under generally accepted accounting and audit principals of employee's successful completion of the job training program. The cumulative sum of the individual incentives for employees' successful completion of such training programs shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (**\$30,000.00**).

Table B-2 Summary of Incentives

Type of Incentive	Maximum Amount of Assistance
Annual Tax Grants	\$ 1,950.00
Job Creation Grant	\$150,000.00
Job Training Grant	\$ 30,000.00
Total	\$181,950.00

Notwithstanding anything to the contrary in this Agreement, the total of all incentive payments and reimbursements that may become payable to Company by COSADC under this Economic Development Performance Agreement shall not exceed \$181,950.00.

6. Un-amended Terms. All provisions of the Agreement not amended hereby shall remain in full force and effect

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

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Julia Antilley, Secretary

Todd Kolls, President

CALTECH SOFTWARE SYSTEMS, INC.

Brent W. Mc Casland, President

WITNESSES:

Will L. Welch, Secretary/Treasurer

APPROVED AS TO CONTENT:

Guy Andrews, Development Services
Director

APPROVED AS TO FORM

Dan T. Saluri Deputy City Attorney

DRAFT

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH CALTECH SOFTWARE SYSTEMS, INC., AMENDING THE JOB CREATION AND EMPLOYEE TRAINING ASSISTANCE PROVISIONS THEREIN WITH A COMMENSURATE REDUCTION IN GRANT INCENTIVES PAYABLE.

WHEREAS, COSADC and COMPANY entered into an Economic Development and Performance Agreement, effective June 30, 2016, and continuing in effect on the Effective Date hereof and for three years after payment by COSADC of the last job creation incentive due under the Agreement;

WHEREAS, COMPANY has requested amendment to its job creation and employee training assistance obligations under the contract with commensurate reduction in incentives payable by COSADC; and,

WHEREAS, the Board has determined that the requested amendments and provision of commensurate adjustment to direct incentives to the Economic Development Performance Agreement as stated in this First Amendment to the Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives as amended will serve the public purposes set forth in the Texas Development Corporation Act.

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

The Board President is hereby authorized and directed to negotiate and execute a First Amendment to the Economic Development Performance Agreement by and between City of San Angelo Development Corporation and CalTech Software Systems, Inc., reducing the minimum and maximum number of full time equivalent jobs (FTE's) to be created with commensurate reduction in the job retention and creation incentive and job training incentive payable, in substantially the attached form, as approved by the City

Attorney; and, the Board recommends to City Council approval of the First Amendment.

ADOPTED on this the 23rd day of October, 2019.

CITY OF SAN ANG ELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST

By: _____
Nora Nevarez, Corporation Secretary

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

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Consider approving the proposed COSADC meeting calendar for 2020 (Presentation made by Nora Nevarez, Economic Development Assistant)

Summary/History:

The City of San Angelo Development Corporation meetings are held the 4th Wednesday of each month. During the months of November and December the meeting are scheduled differently to accommodate the holiday's.

Financial Impact:

NA

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | 2020 Board Meeting Schedule | 2020 Board Meeting Schedule.pdf |
|----|-----------------------------|---------------------------------|

Presentation:

Approvals/Reviews:

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



Meeting Schedule 2020

McNease Convention Center 501 Rio Concho Dr. 8:30 am
January 22, 2020
February 26, 2020
March 25, 2020
April 22, 2020
May 27, 2020
June 24, 2020
July 22 , 2020
August 26, 2020
September 23, 2020
October 28, 2020
November 18, 2020*
December 15, 2020*

*Moved to accommodate holiday.

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

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Consider a resolution authorizing the president to negotiate and execute a professional services agreement, with Centurion Planning and Design in a sum not to exceed \$24,765, to perform professional engineering and surveying services for a right turn lane and driveway approach design and final TXDOT permit application services for a project for a portion of the remainder of Block 1 San Angelo Gateway Addition Section 1 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Presentation made by Robert Schneeman, Economic Development Project Manager)

Summary/History:

Staff had been working with a potential buyer since August 2018 and in March of 2019 received an offer for the sale of 6.4 acres at the southeast corner of the Business & Industrial Park. As a condition of the sale, COSADC agreed to obtain a permit for access to the Loop 306 frontage Road from TXDOT. Centurion Planning & Design was contracted to assist in obtaining that permit and have been working diligently on it since January 2019.

The contract for sale of the land expired in early July 2019 and the buyer is pursuing other options but may still be interested in the property if the other options don't pan out.

Centurion received notice August 16, 2019 that TXDOT would approve the access drive permit contingent on a dedicated turn lane to the property being constructed. (see attached exhibit) Centurion estimates the cost of that turn lane and drive entrance to be approximately \$73,000. (See attached OPC)

Staff has received a proposal from Centurion Planning & Design in the amount of \$24,765 to provide the required engineering services to design the turn lane and drive approach which would then be advertised for bid.

All or a portion of the cost of the turn lane could be added to the sales price of the affected property.

Financial Impact:

\$24,765 from Acct 700-0700-800.07-50 Future Projects to a new project. Budget amendment required.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | Resolution | INDUST_PK_DRIVEWAY_PMT_P_RESO.pdf |
| 2. | Engineering Scope of Services - SABAIP Driveway | Engineering Scope of Services - SABAIP Driveway |

approaches

approaches.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez
Dan Saluri
Nolan Sosa
Tina Dierschke
Dan Saluri
Guy Andrews

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CENTURION PLANNING AND DESIGN, LLC IN A SUM NOT TO EXCEED \$24,765, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR ACCESS ROAD AND DRIVEWAY APPROACH DESIGNS AND TXDOT APPLICATION CONSULTING SERVICES FOR REQUIRED PERMITS, A PROJECT AUTHORIZED UNDER CHAPTER 501 OF THE DEVELOPMENT CORPORATION ACT FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF A PORTION OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

WHEREAS, on November 2, 2010, voters of the City of San Angelo adopted a ballot proposition approving the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Texas Development Corporation Act (hereinafter the "Act"); and,

WHEREAS, COSADC is the owner and operator of the San Angelo Business and Industrial Park the development of which is necessary to promote or develop new or expanded business enterprises; and,

WHEREAS COSADC wishes to provide street infrastructure improvements necessary to expand development of a portion of the remainder of Block 1 San Angelo Gateway Addition, Section 1 of the San Angelo Business and Industrial Park by providing direct access to the property from the Loop 306 frontage road, and a driveway approach from FM 380; and

WHEREAS development of such infrastructure improvements and the TxDOT permit application process will require professional engineering design and consultation services; and,

WHEREAS, the professional engineering design and construction of a right turn lane is required by TxDOT to allow access to the subject property from Loop 306 frontage road, and in addition requires engineering design of a driveway approach for access to FM 380, and,

WHEREAS COSADC has requested and received a qualified proposal to perform said engineering design services; from Centurion Planning and Design, LLC in the amount of \$24,765; and,

WHEREAS, at least sixty (60) days prior to undertaking the 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;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO Development Corporation Board of Directors that:

The City of San Angelo Development Corporation offers this Resolution in support of City Council approval of a Project funding engineering and professional consulting services in a sum not to exceed \$24,765, for: (1) planning and design of certain access road and driveway approach improvements necessary to provide direct access to a portion of Block 1, San Angelo Gateway Addition, Section 1 of the San Angelo Business and Industrial Park from Loop 306 Frontage Road and FM 380, and (2) professional consulting services for the TxDOT permit application process. The Board further authorize the Board

President to negotiate and execute a professional services agreement with Centurion Planning and Design, LLC for such services, and recommends to City Council approval of the Project.

ADOPTED on this the 23rd day of October, 2019.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Nora Nevarez, Corporation Secretary

Todd Kolls, President

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan Saluri, Deputy City Attorney

Guy Andrews, Director of
Economic Development



SCOPE OF WORK

San Angelo Business Park Tract 25

San Angelo, Texas

September 6, 2019

The following Scope of Work (SOW) describes the consultant work effort required to provide basic professional engineering services for providing driveway plans for constructing an entrance from FM 380 and the northbound Frontage Road for Tract 25 at the San Angelo Business and Industrial Park in San Angelo, Texas.

The general scope of work will include the following:

- Design a site entrance layout acceptable for TxDOT on the Frontage Road. The City already has a permit approval for the entrance layout on FM 380; based on a previous scope of work provided by Centurion.
- Providing a topographic survey for the necessary elevations to connect the two driveways to the adjacent roadways, culvert placement and utility identification.
- Geotechnical engineering services will be provided for pavement and general foundation design considerations.
- Design of an entrance grading plan at FM 380 and the Frontage Road including necessary details for constructing culverts and utility conflicts.
- Submission of TxDOT Form 1058 to TxDOT on owner's behalf for final approval of the drive approach from the Frontage Road.

No materials testing of any kind is included in the scope of this project.

ELEMENT 1 – Entrance Layout Plan

As mentioned above, the layout for the FM 380 entrance has been previously approved by TxDOT. This proposal includes the layout design for the Frontage Road only. The proposed Frontage Road entrance is an entrance only layout and will include a decel lane, a concrete island to prevent traffic from making right hand turns out of the proposed entrance, pavement marking plan and sign plan to deter traffic from exiting the site through this drive approach. In

Centurion's previous scope of work, the FM 380 entrance was approved by TxDOT and that approach design will be utilized as part of this scope.

ELEMENT 2 – Topographic Survey

This element provides for field data collection and topographic surveys for design purposes. This is intended to collect horizontal and vertical data points in reasonable proximity to verify the existing ground surface and map features to be utilized in the design process; i.e. flow line elevations for the existing TxDOT drainage structures. Topographic surveying will be completed for the areas of the proposed entrances only and existing aerial topographic survey provided by the City will be utilized for the remaining site as needed. This portion of service will be subcontracted with MQI surveyors and utilized in Element 3.

ELEMENT 3 – Geotechnical Engineering Services

This element provides for general soil and groundwater conditions; recommendations for pavement subgrade stabilization type, depth and concentration (if required); guidelines for concrete and/or asphalt pavement design; preliminary recommendations for foundation type, depth and allowable loading; preliminary recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils; and earthwork recommendations. This includes evaluation of subsurface conditions with a total of eight (8) sample borings. Four (4) borings drilled to a depth of five (5) feet are planned for the proposed driveways and the remaining four (4) borings will be drilled to a depth of twenty-five (25) feet for preliminary development recommendations. The tentative boring location map is attached.

ELEMENT 4 – Entrance Grading Plan

Preparation of an entrance grading plan utilizing topographic survey information provided by MQI surveyors. The entrance grading plan will provide spot elevations and contours to adequately drain stormwater flows, provide the level of detail needed to construct in accordance with TxDOT specifications and develop accurate project quantities.

ELEMENT 5 – TxDOT Driveway Permit

The Consultant will fill out TxDOT Form 1058 – Permit to Construct Access Driveway Facilities on Highway Right of Way with all information required for submittal. Consultant will then either submit Form 1058 to TxDOT for processing or deliver the form to the Owner to submit

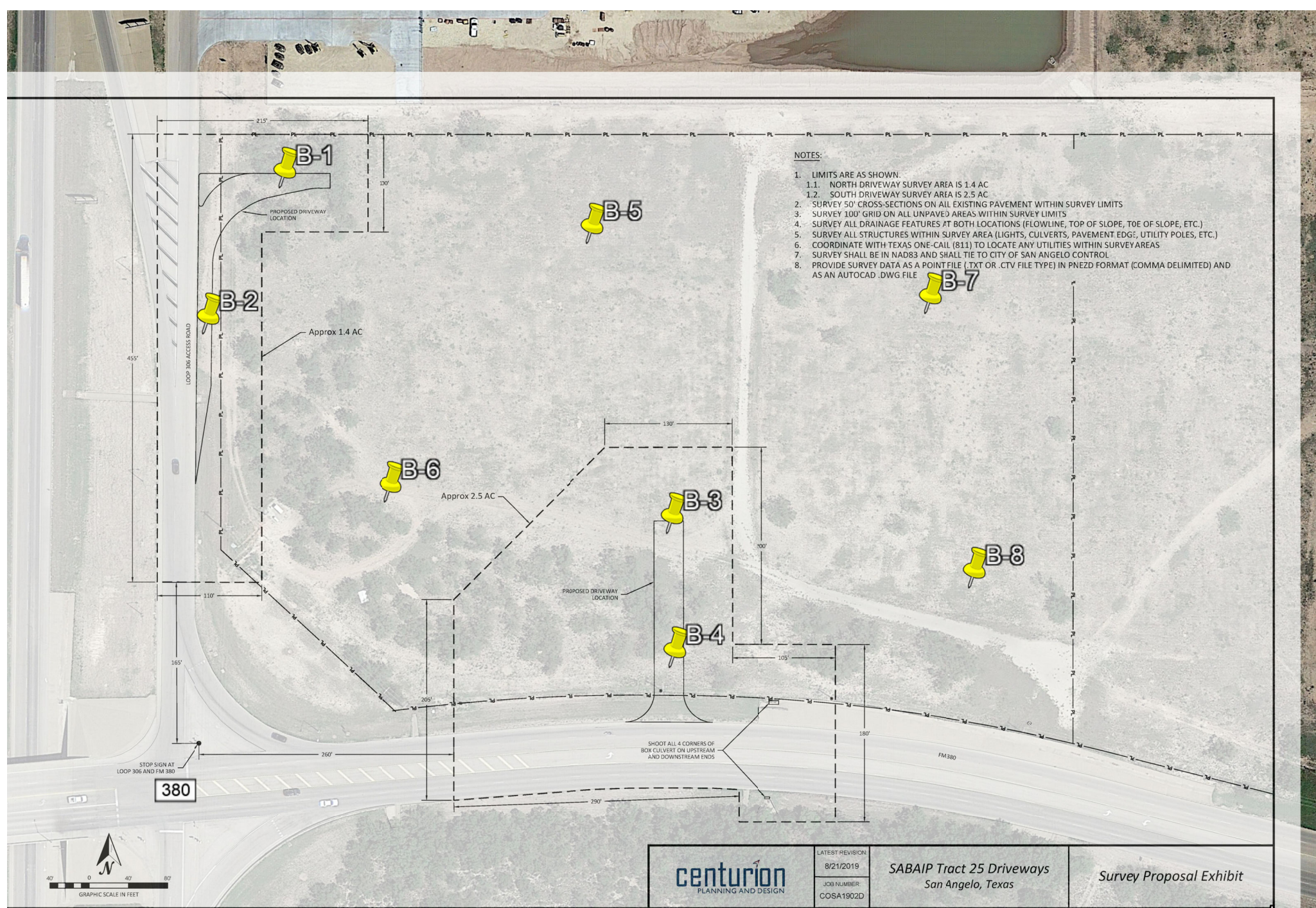
themselves for the Frontage Road only. As previously mentioned, the layout and TxDOT Form 1058 was previously submitted and approved for the FM 380 entrance.

PROJECT DESIGN FEE

The table below lists the design fees associated with each of the four elements listed above, as well as the total design fee for the project. This fee proposal does not include bidding or construction phase services. Those services can be provided for an additional cost.

Element	Description	Fee
1	Entrance Layout Plan	\$5,180
2	Topographic Survey	\$3,315
3	Geotechnical Engineering Services	\$10,120
4	Entrance Grading Plan	\$5,180
5	TxDOT Driveway Permit	\$970
	TOTAL	\$24,765

Attached: Tentative Boring Location Map



centurion¹
PLANNING AND DESIGN

LATEST REVISION:
8/21/2019
JOB NUMBER
COSA1902D

SABAIP Tract 25 Driveways
San Angelo, Texas

Survey Proposal Exhibit

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

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Update presentation regarding Airport Gateway Clearing project (Presentation made by Guy Andrews, Economic Development Director)

Summary/History:

At the request of Mayor Brenda Gunter, Economic Development staff have been working with AL Torres, City Construction Manager, and members of the City Operations Department, including Lake Operations to develop a plan to improve the visual impression on visitors arriving at the airport. Mr. Torres developed a conceptual design (see attached) to create a more park like vista of the Bureau of Reclamation land directly across Knickerbocker Road from the airport entrance. Lake Operations personnel have begun clearing brush along the frontage of that property in support of that effort.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Airport Gateway Clearing Exhibit-Layout1 | Airport Gateway Clearing Exhibit-Layout1.pdf |
| 2. | Site Clearing Presentation | Site Clearing Presentation.jpg |
| 3. | Airport gateway sketch | Airport gateway sketch.pdf |
| 4. | Clearing Photo | Clearing Photo.pdf |

Presentation:

Approvals/Reviews:

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

AREA LEFT WILD

KNICKERBOCKER ROAD

REARY BLVD

REARY BLVD





Requestor: Guy Andrews, Economic Development Director, COSADC, (325) 653-7197

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Update presentation regarding the I-27 Study Initiated by HB 1079 (Presentation by Guy Andrews, Economic Development Director)

Summary/History:

House Bill (HB) 1079 requires TXDOT to conduct a comprehensive feasibility study of the Ports to Plains Corridor as defined by Texas Transportation Code 225.069. This study must evaluate the feasibility of, and costs and logistical matters associated with improvements to the corridor that create a continuous flow, four lane divided highway that meets interstate highway standards to the extent possible.

Financial Impact:

None

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------|--------------------|
| 1. | P to P Exhibit | P to P Exhibit.pdf |
|----|----------------|--------------------|

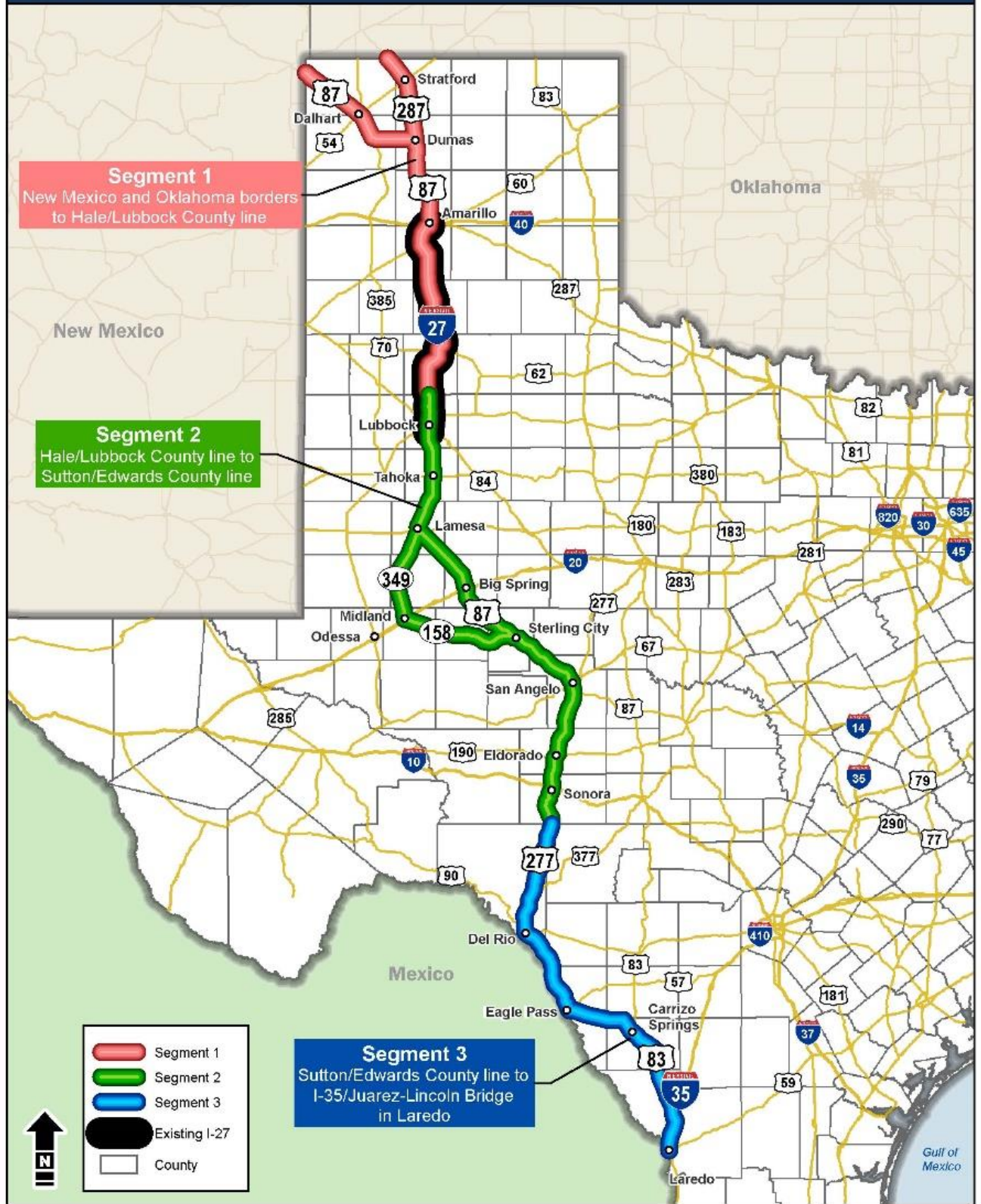
Presentation:

Approvals/Reviews:

Guy Andrews	Created/Initiated
Dan Saluri	Approved
Guy Andrews	Final Approval



Ports-to-Plains Corridor Feasibility Study (HB 1079) - Segments



Requestor: Guy Andrews, Economic Development Director, COSADC, (325) 653-7197

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Update presentation regarding the Permian Basin and Presidio Regional Freight Mobility Studies (Presentation by Guy Andrews, Economic Development Director)

Summary/History:

Guy Andrews is the San Angelo representative to the Permian Basin Regional Freight and Energy Sector Transportation Plan Working Group and has requested to be included in a similar capacity to the Presidio Regional Freight Mobility Working Group. Both these regional plans will have the potential for significant impact on freight movement through San Angelo.

Financial Impact:

None

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Guy Andrews

Dan Saluri

Guy Andrews

Created/Initiated

Approved

Final Approval

Requestor: Guy Andrews, Economic Development Director, Economic Development, (325) 653-7197

Meeting Date: October 23, 2019

Item type: Regular Item

Caption:

Update presentation regarding the "Cowboy" and "200% Wool" Gateway Improvements (Presentation by Guy Andrews, Economic Development Director)

Summary/History:

At the request of Mayor Brenda Gunter, Economic Development staff are working with City Construction Manager Al Torres to develop concepts for adding a "Welcome to San Angelo" message to the two bronze statues located on North and South Bryant in the TEXDOT median. Mr. Torres has developed conceptual designs for both locations (see attached). The statues are "Cowboy statue located on North Abe just north of the West 3rd Street intersection and the 200% Wool (sheep) statue located on North Koenigheim just south of W. Avenue J. Mr. Torres' conceptual drawings are attached.

Financial Impact:

none

Other Information/Recommendation:

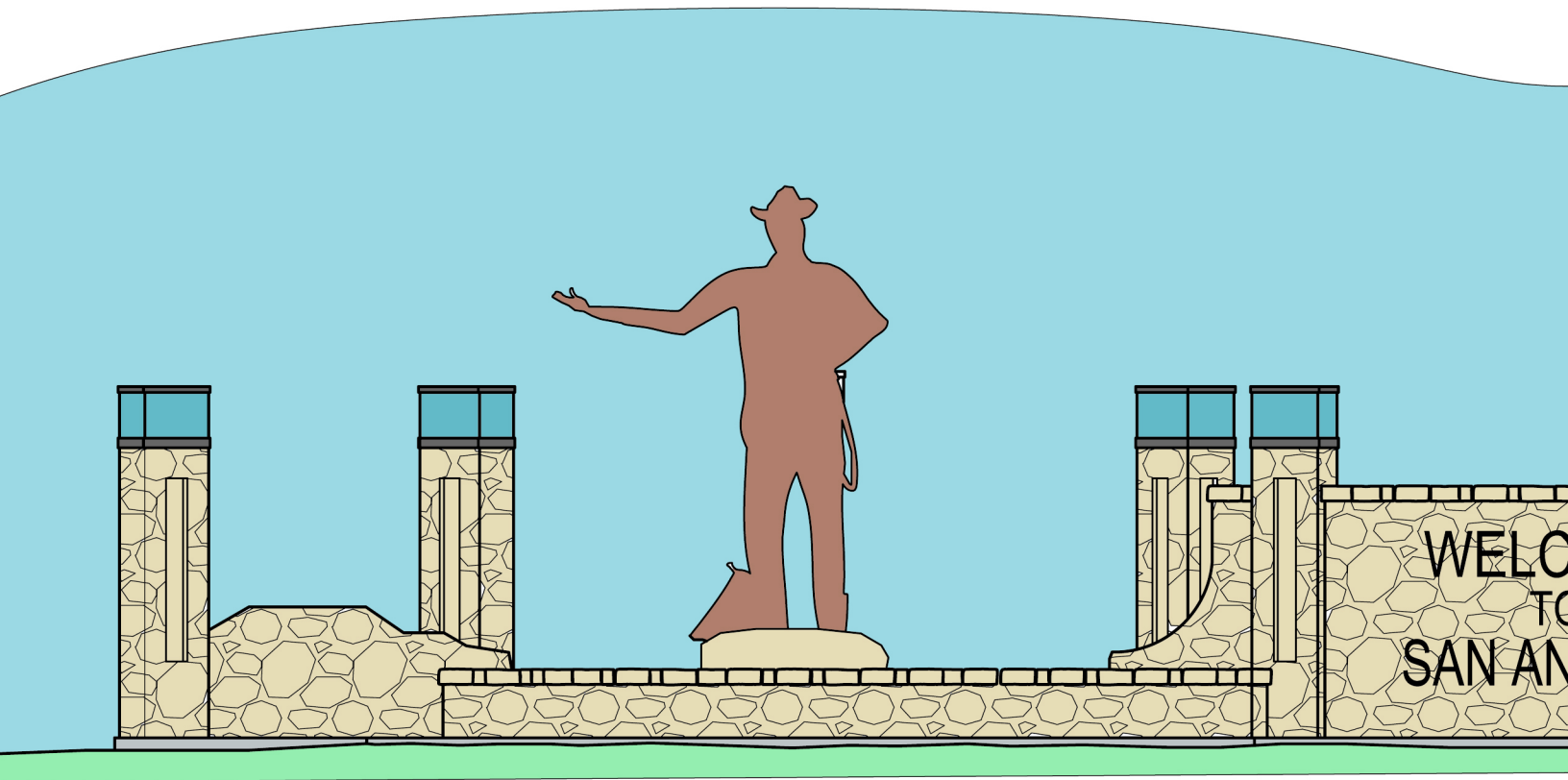
Attachments:

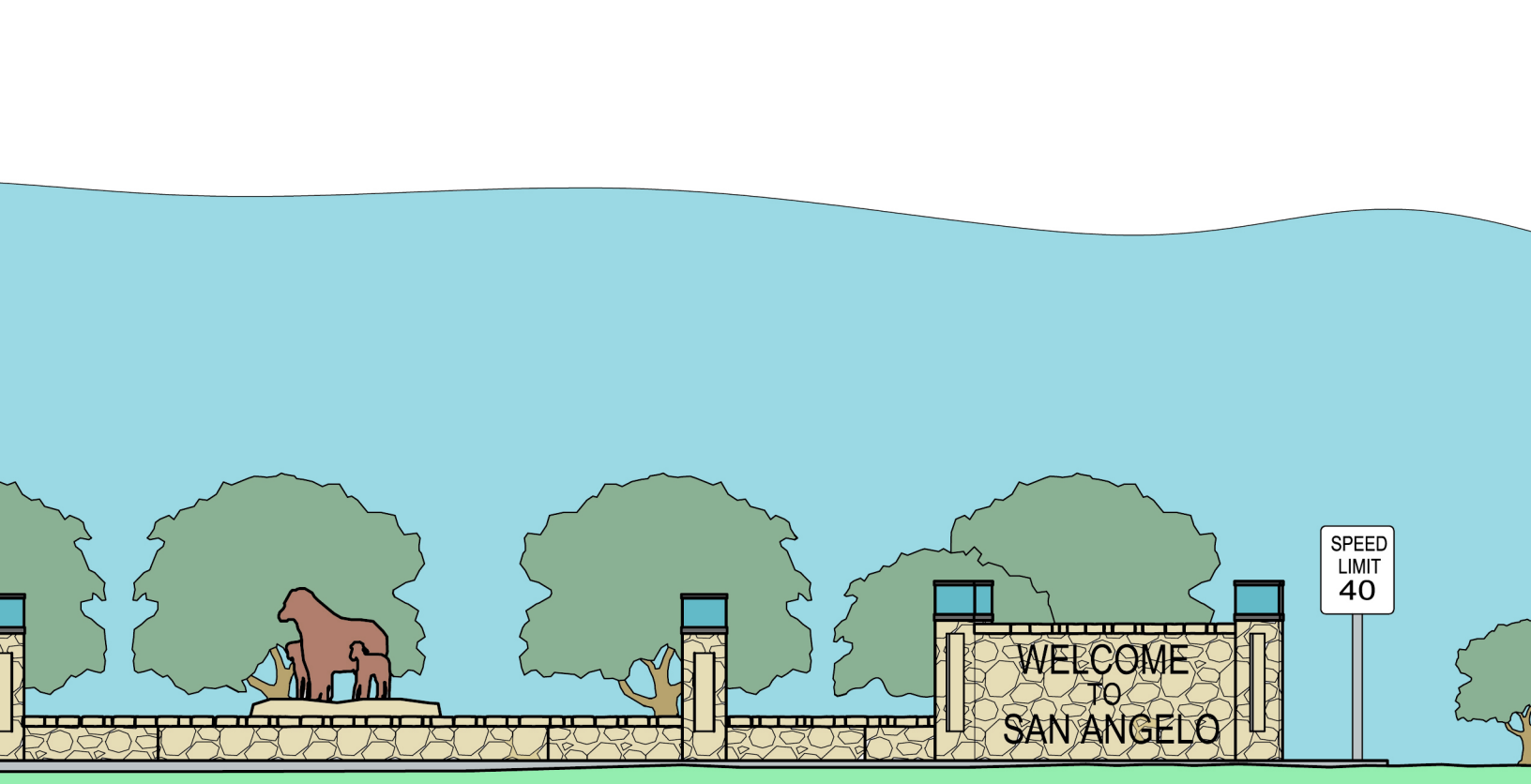
- | | | |
|----|--------------------|------------------------|
| 1. | Cowboy rescaled | Cowboy rescaled.jpg |
| 2. | Sheep rescaled x 2 | Sheep rescaled x 2.jpg |

Presentation:

Approvals/Reviews:

Guy Andrews	Created/Initiated
Dan Saluri	Approved
Guy Andrews	Final Approval





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

Meeting Date: October 23, 2019

Item type: Executive Session Item

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-LSB181

Project 2019-CC141

Project 2019-C252

Project 2019-E212

Allen's Transport

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Shannon Scott

Dan Saluri

Tina Dierschke

Guy Andrews

Created/Initiated

Approved

Approved

Final Approval

