



City Council Agenda 10/6/2020

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held October 6, 2020 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. Chaplain Prayer & Pledges

3. Proclamations/Recognitions

- a. Proclamation of October 4-10, 2020 as Fire Prevention Week
- b. Proclamation of October 5, 2020 as World Habitat Day 2020 & Affordable Housing Day
- c. Proclamation of October 11-17, 2020 as Emergency Nurses Week

4. Public Comment

Issues or concerns not on the Regular Agenda may be raised by the public at this time. Citizens should speak from the podium, address all comments to the dais, begin by stating their name and address or Single Member District number, and limit their remarks to less than three minutes.

5. Consent Agenda

- a. Consider approving the September 29, 2020 City Council regular meeting minutes (Julia Antilley)
- b. Consider approving a purchase of digital imaging software in the amount of \$76,565.10 with recurring software maintenance in the amount of \$34,874.70 through BuyBoard Contract #544-17 from MCCi, LLC and authorizing the City Manager to negotiate and execute all related documents (Ryan Gaddy)
- c. Consider approving the purchase of EMS equipment from Zoll Medical Corporation in the amount of \$624,759.71 via NPP contract M-5719273 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- d. Consider a resolution accepting the Donation of Funds for the purchase of exercise equipment for the San Angelo Police Department gym facilities (Frank Carter)
- e. Consider amending a resolution authorizing the Solid Waste Department to provide funding for Keep San Angelo Beautiful cleanup events (Shane Kelton)
- f. Consider ratifying a Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo relating to partial funding for open space improvement, landscaping, and related facilities to enhance the Hwy 87 right of way in the amount of \$150,000 (Guy Andrews)
- g. Consider ratifying a Memorandum of Understanding by and between Tom Green County and the City of San Angelo Development Corporation for Spring 2020 DEAA grant matching funds for Goodfellow Air Force Base to improve resiliency and energy security (Guy Andrews)

- h. Consider ratifying COSADC approval of a Change Order to the Reece Albert Inc. contract for Infrastructure Improvements to Phase 2.1 & 2.2 of the San Angelo Business & Industrial Park (awarded under DC-01-20) for installation of approximately 1,250 square yards of colored reinforced concrete in the traffic circle islands in an amount not to exceed \$156,500, half of which is to be paid by the Economic Development Administration Grant (Robert Schneeman)
- i. Consider approving a purchase of Inspection Management Software in the amount of \$74,001.28 from Selectron Technologies, Inc. through GSA Contract # GS-35F-0315X and authorizing the City Manager to negotiate and execute all necessary documents (Jon James)
- j. Consider accepting an annexation petition for 10.480 acres of land out of C. Berberich Survey No. 177, Abstract No. 52, City of San Angelo, Tom Green County, Texas, being part of a 25.361 acre tract, Official Public Records of Tom Green County, Texas; being a tract of land south of State Hwy Loop 306 adjacent to the city limits along Old Stone Way and west of Foster Rd., and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)
- k. Consider accepting an annexation petition for 18.753 acres of the C. Berberich Survey No. 177, Abstract No. 52 and H. Zerbach Survey No. 178, Abstract No. 4210, Tom Green County, Texas, located east of Club House Ln. and Enclave Ct., and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)
- l. Consider accepting an annexation petition for 18.325 acres of land out of Abstract: 8108, Survey: 0008, A. Willeke, out of the west ½ of Survey 8, Tom Green County, Texas, generally located west of the intersection of Dominion Ridge and Coral Way, and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. Applicants, proponents, and appellants are excepted from the time limit above and must limit their remarks to less than five minutes.

- a. Consider ratifying COSADC's resolution authorizing the use of Sales and Use Tax funds in an amount not to exceed \$362,500 to provide an Economic Development Incentive to Special Materials Company (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)
- b. Consider ratifying COSADC's resolution authorizing the use of Sales and Use Tax funds in an amount not to exceed \$150,000 to provide an Economic Development Incentive to BP Surface Solutions, LLC d/b/a Dorado Construction Group (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)

- c. Consider ratifying a real estate sales contract and economic and development performance agreement as approved in a resolution by the COSADC Board of Directors on August 12, 2020 and amended by City Council on August 18, 2020 in a motion to ratify the resolution approved by COSADC authorizing the negotiation and execution of a real estate contract with Wisener Holdings, LLC, doing business as South Plains Lamesa Railroad, and negotiation of a real estate development performance agreement for the developing, marketing, and operation of an industrial transloading facility with an amendment authorizing the board president to negotiate the real estate contract in conjunction with the Executive Director of the Development Corporation, the City Manager, the City Attorney, and the COSADC Attorney (Presentation made by Economic Director Guy Andrews)
- d. Consider accepting an annexation petition for 88.936 acres of land out of Tract 2 and Tract 3, Block 1, Section One, Tom Green County Business Park, Tom Green County, Texas, generally located east of US Hwy 67 & 277 and north of Tractor Trail, and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Presentation made by Planning & Development Services Director Jon James)
- e. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for grants and reimbursed expenses (Presentation made by Finance Director Tina Dierschke)

7. 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 551.072 Deliberations about Real Property regarding:
 - 1. Ford Ranch

8. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed
- b. Consideration of approving various Board nominations:
Keep San Angelo Beautiful: Neil Townley (SMD1) to a second term ending September 2022
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 1st day of October 2020, at 11:58 a.m.



Julia Antilley, City Clerk

All agenda items are subject to action. The City Council 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 will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Julia.Antilley@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

Proclamation

San Angelo is committed to ensuring the safety and security of all those living in and visiting our community.

Cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017. More than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves.

San Angelo residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas, and keep anything that can catch fire away from stove tops.

San Angelo's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education.

San Angelo's residents are able to take personal steps to increase their safety from fire, especially in their homes. Working smoke alarms cut the risk of dying in reported home fires in half.

The 2020 Fire Prevention Week theme, "Serve up Fire Safety in the Kitchen" effectively reminds us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, on behalf of the City Council, do hereby proclaim October 4-10, 2020 as

FIRE PREVENTION WEEK

and urge all citizens to check their kitchens for fire hazards, use safe cooking practices, and support the many public safety activities and efforts of San Angelo's fire and emergency services.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 6th day of October, 2020.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

On Monday, October 5, 2020, Habitat for Humanity of San Angelo joined with partners around the world in raising awareness, educating, and mobilizing individuals and communities to act on the current global housing crisis.

Habitat for Humanity of San Angelo joins our partners to rededicate ourselves to recognizing the basic right of everyone to adequate shelter. We ask everyone to join as one global network in communicating the message that every one of us deserves the opportunity for a better future. A decent place to live can remove barriers to opportunity, health, and success for growing families now and for generations to come.

Habitat for Humanity began in 1976 as a grassroots effort on a community farm in southern Georgia. The Christian housing organization has since become a leading global nonprofit, working in more than 1,300 communities throughout the U.S. and in more than 70 countries.

Families and individuals in need of a hand up, partner with Habitat for Humanity to build or improve a place they can call home. Habitat homeowners help build their home alongside volunteers and pay an affordable mortgage. Everyone can help families achieve the strength, stability, and self-reliance they need to build better lives for themselves.

Locally, Habitat for Humanity of San Angelo, Galilee Community Development Corporation, and the City of San Angelo stand together to help ensure we can all provide affordable housing throughout our community. Through shelter, we empower.

Therefore, I, Mayor Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim Monday, October 5, 2020 as

WORLD HABITAT DAY 2020 & AFFORDABLE HOUSING DAY

in San Angelo, Texas and call this observance to the attention of all our citizens.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 6th day of October, 2020.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

The nation's 90,000 emergency nurses are the first line of care in the emergency department and the first line of care for patients and families affected by COVID-19. Emergency nurses are committed to providing quality emergency care to their patients.

The Emergency Nurses Association is built of nurses who continually demonstrate their professionalism and strive to upgrade standards of practice and improve patient care. They risk injury, exposure to communicable diseases and face potentially violent situations while aiding the sick or injured.

As the first line of defense, emergency nurses are often the first medical professionals to provide treatment and comfort to victims of a major disaster, frequently sacrificing time with their families to aid those in need.

Outside of medical treatment and comfort, emergency nurses educate the public in the prevention and treatment of injury and illness, and the proper use of emergency services.

The Emergency Nurses Association celebrates its 50th anniversary this year.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, on behalf of the City Council, do hereby proclaim October 11 - October 17, 2020 as

EMERGENCY NURSES WEEK

in San Angelo, Texas and call this observance to the attention of all of our citizens.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 6th day of October, 2020.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting via Audio/Video Broadcast
Tuesday, September 29, 2020

Present:

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Lucy Gonzalez, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie DeWitt, SMD 6

1. Call to Order/Roll Call to Establish Quorum

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, September 29, 2020, via Zoom livestreamed to the City's YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

2. Chaplain Prayer

San Angelo Police Department Chaplain Ralph Dawkins provided an invocation.

3. Special Instructions

4. Public Comment

Mayor Gunter made a statement thanking citywide leadership during COVID and reinforced her support of small businesses and encouraged all citizens to support small businesses while adhering to CDC guidelines.

5. Statutorily Required In Person Public Hearings on Proposed Budget and Tax Rate

- a. Second public hearing and adoption of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021. This budget will raise more total property taxes than last year's budget by \$1,538,327 (3.90%), and of that amount, \$441,574 is tax revenue to be raised from new property added to the tax roll (Presentation made by Finance Director Tina Dierschke) (Pg. 425, 2020-084)

[No registered or in person speakers for this Public Hearing.]

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson to approve the item, as presented. A record vote was taken and the motion carried unanimously (7) ayes (Council Members Hiebert, Thompson, Thomas, Gonzales, Carter, DeWitt and Mayor Gunter) to (0) nays.

- b. Final public hearing and adoption of an ordinance levying property taxes for the City of San Angelo for the 2020 tax year. An ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2020-2021 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated web site; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke) (Pg. 436, 2020-085)

[No registered or in person speakers for this Public Hearing.]

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, that the property tax rate be increased by the adoption of a tax rate of 0.7760 per \$100 valuation which is effectively a 2.73% increase in the tax rate. A record vote was taken and the motion carried unanimously (7) ayes (Council Members Hiebert, Thompson, Thomas, Gonzales, Carter, DeWitt and Mayor Gunter) to (0) nays.

6. Consent Agenda

- a. Approval of the September 15, 2020 City Council regular meeting minutes (Julia Antilley)
- b. Award of OP-01-20 Disaster Debris Clearing, Removal and Disposal Services to multiple vendors and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- c. Award of FS-01-20 Mobile Operations Command Trailer in the amount of \$371,337.75 for the purchase of one unit and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- d. Award of Buyboard Contract #593-19 for the purchase of one Water Valve Maintainer from Kinloch Equipment (Pasadena, TX), in the amount of \$53,011.87, budgeted in fiscal year 2020 (Ryan Kramer)
- e. Approval of an interlocal agreement between the City of San Angelo and the Tom Green County Sheriff's Department for the Edward Byrne Memorial Justice Assistance Grant, allocating \$16,458 to San Angelo Police Department and \$6,401 to Tom Green County Sheriff's Office, and authorizing the City Manager to execute all related documents for a maintenance agreement renewal on the Equature 911 voice recording system (Frank Carter)
- f. Second reading and adoption of an ordinance revising Chapter 2 Article 2.07 of the San Angelo Code of Ordinances to add a provision for Board and Commission Code of Conduct (Theresa James) (Pg. 438, 2020-086)
- g. Second reading and adoption of an ordinance approving Case Z20-09, rezoning property from the Light Manufacturing zoning district to the General Commercial zoning district, being 7.01 acres located at 1901-2023 and 2105 Knickerbocker Rd. (Jon James) (Pg. 440, 2020-087)
- h. Second reading and adoption of ordinances approving:
 1. Case CP20-04, an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the Neighborhood Center Future Land Use to Industrial Future Land Use, located at 1209, 1213 & 1217 S. Oakes St. (Pg. 443, 2020-088)
 2. Case Z20-10, a rezoning from the General Commercial zoning district to the Light Manufacturing zoning district, located at 1209, 1213 & 1217 S. Oakes St. (Jon James) (Pg. 446, 2020-089)
- i. Second reading and adoption of an ordinance amending the City of San Angelo Master Thoroughfare Plan designating S. Concho Dr., S. Country Club Rd., and Country Club Rd. from a Parkway to a Major Collector street (Jon James & Lance Overstreet) (Pg. 449, 2020-090)
- j. Second reading and adoption of an ordinance amending Chapter 12, Article 3, Section 501 of the City of San Angelo Zoning Ordinance to allow for an approval process for manufactured homes to be replaced on residential-zoned properties meeting state standards (Jon James) (Pg. 452, 2020-091)

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda. The motion carried unanimously (7) ayes to (0) nays.

7. 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 551.071 Consultation with Attorney regarding:
 - 1. West Texas Water Partnership
- b. Section 551.072 Deliberations about Real Property regarding:
 - 1. Springcreek Lease
 - 2. Ford Ranch

8. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed

Motion: Council Member Thompson made a motion, seconded by Council Member Carter, to authorize the City Manager to negotiate and execute a contract and all necessary documents for the sale of approximately 8,332 acres of the eastern portion of the Ford Ranch to Korban Ranches, LLC and/or assigns for no less than \$1,400 per acre. The motion carried unanimously (7) ayes to (0) nays.

- b. Approval of various Board nominations:
Keep San Angelo Beautiful: Maria Giovann Balestrucci-Koenig (Mayor Gunter) to a first term ending September 2022

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays.

- c. Announcements and consideration of Future Agenda Items

Mayor Gunter announced the next meeting will be held next Tuesday, October 6th.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 9:57 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

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 Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Gaddy, Assistant Finance Director, Accounting, 325-657-4270

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider approving a purchase of digital imaging software in the amount of \$76,565.10 with recurring software maintenance in the amount of \$34,874.70 through BuyBoard Contract #544-17 from MCCi, LLC and authorizing the City Manager to negotiate and execute all related documents (Ryan Gaddy)

Summary/History:

With the onset of COVID in March, Accounting implemented a temporary paperless solution for the receipt of invoices, payment requests, and wire transfer requests for the processing of Accounts Payable. Although the solution addressed the work from home environment and was popular with departments submitting requests for vendor payments, it was not efficient for Accounting. As a result, it was discontinued and returned to a paper process.

Accounting has reviewed digital imaging software solutions to return to a paperless environment. MCCi offers such a solution that allows departments to copy and submit requests for payments digitally thus eliminating the need to mail or hand deliver requests to City Hall. The paperless solution will:

- Support the COVID work from home initiative

- Support the COVID efforts to minimize employee physical contacts

- Eliminate the significant amount of paper files maintained on-site and at off-site storage locations

- Provide a single-source, streamlined approach for receiving, reviewing, correcting, and processing requests for payment

- Create a digital repository of payment activity and supporting data that can be readily used for vendor inquiries, audit of records, identifying asset purchases for inventory tracking, and updating asset management records for completed construction and construction in progress

Financial Impact:

The buyboard quote for the MCCi digital imaging software solution is:

Software / Implementation \$43,000

Recurring Fees \$34,000

Total (year 1) \$77,000

The cost for the solution software and implementation will be funded by the CARES Act Coronavirus Relief Fund. The recurring costs will be funded by Accounts Payable payment incentives.

Other Information/Recommendation:

Staff recommends approving the purchase of digital imaging software in the amount of \$76,565.10 with recurring software maintenance in the amount of \$34,874.70 (with provisions for annual escalations not to exceed the current amount permitted by BuyBoard or 5%, whichever is greater) from MCCi, LLC and authorizing the City Manager to

execute all related documents.

Attachments:

- | | | |
|----|--|--|
| 1. | San Angelo, TX LFSubscriptionPro&ABBYEstimate
(FINAL) | San Angelo, TX LFSubscriptionPro&ABBYEstimate
(FINAL).pdf |
|----|--|--|

Presentation:

Ryan Gaddy

Approvals/Reviews:

Ryan Gaddy	Created/Initiated
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

Estimate

SAN ANGELO, TX

Issued:

September 3, 2020

Valid for 30 Days



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RECOMMENDED SOLUTION OVERVIEW: LASERFICHE

MCCi is recommending the Laserfiche solution and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine what functions; such as scanning and printing, each staff member may use.

INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

INTEGRATION

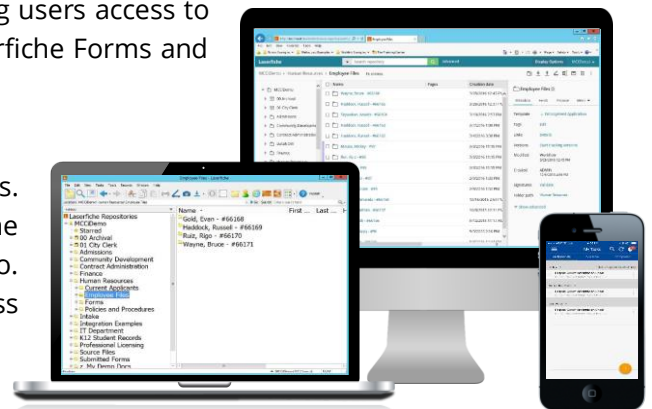
Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/customers access to records through the web to promote transparency and decrease records requests.



LASERFICHE SUBSCRIPTION

MCCi is recommending the Subscription platform for your organization. Laserfiche Subscription seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security. This platform is designed for clients like you, who **innovate and evolve** with changing technologies, **digitally transforming** their organization and expanding business processes across the enterprise.

Unlike purchased perpetual licensing, Laserfiche Subscription lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform for automating day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting you in complete control of your business processes and system design.

LASERFICHE SUBSCRIPTION LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Federated Search	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

LASERFICHE SUBSCRIPTION DEFINITIONS

To determine which licenses are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all features below.

LASERFICHE SUBSCRIPTION

Laserfiche Subscription allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient and designed to help your organization scale. With Laserfiche Subscription, you have the flexibility to manage licenses based on user roles or expected growth so you can easily scale your deployment with your organization. Laserfiche offers three different tiers: Starter, Professional and Business. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables you to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into your repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though you had printed the document and then scanned it back into Laserfiche but allows you to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows you to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires an on-premises installation of SharePoint.

LASERFICHE PROFESSIONAL SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet your organization's needs. You can:
 - Create custom forms from a library of field or selection elements.
 - Utilize the Business process library includes (10.1+) a digital library of prebuilt form templates designed for easier process automation deployment
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
 - Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver “dashboard” of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Federated Search:** A web application that allows you to perform searches across multiple repositories at the same time.

LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if pricing has been included.

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e. Vendor Management, Residents).
- **SDK:** Access to the same Web Services, API's and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, you can then store those forms in Laserfiche, and extract information from your forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

RECOMMENDED SOLUTION OVERVIEW: ABBYY

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who are actively deploying a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

ABBYY FLEXICAPTURE FOR INVOICES

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases the accuracy of analysis and forecasting. Leverage ABBYY's award-winning, AI-driven recognition neural networks and machine learning technologies to provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.



Efficiency gains

Realize more than a 400% increase in number of invoices an employee can process manually, and 30% less time responding in inquiries.



Reduced costs

Reduce the costs by 5-10 times compared to manual processing.



Faster cycle time

Decrease invoice cycle time (receipt to payment) to 5 days or shorter, nurture supplier relationships, and take advantage of early payment discounts.

SUPPLEMENTAL SUPPORT & ANNUAL SUBSCRIPTION PACKAGES

As your first-tier solution provider, MCCi provides multiple options for technical support. Your annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal.

LASERFICHE

	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■	■	■	■
Remote access support through GoToMeeting+	■	■	■	■
Access to product update version and hotfixes (Client Download)+	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums+	■	■	■	■
Software/support credit eligible for Laserfiche platform changes**	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Your Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm EDT and Saturday-Sunday from 12 pm to 4 pm EDT				■
Basic JavaScript, CSS and Calculations for Laserfiche Forms*				■

* Each Client's Support/Subsription Renewal includes these benefits, regardless of whether a supplemental package is owned.

* Excludes development of new integrations, large-scale development projects, and SQL queries.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

LASERFICHE SUPPORT/SUBSCRIPTION

Each Client's Laserfiche Support/Subscription Renewal covers:

- **BREAK/FIX SUPPORT**
Our team of Certified Support Technicians will assist with break/fix issues including the resolution of error codes, bugs, etc.
- **CONTINUED EDUCATION**
Your renewal grants you access to continued education through Webinars, User Groups, Seminars and more!
- **REMOTE ACCESS SUPPORT**
Our Support Technicians can access your system remotely to resolve issues, saving both time and money.
- **LASERFICHE SITE ACCESS**
You will have 24/7 access to the Laserfiche support site, which includes whitepapers, case studies, etc. You also have access Laserfiche answers, an online discussion forum. Ask questions and gain advice for other Laserfiche users, staff, and solution providers.
- **ACCESS TO VERSION UPDATES**
Your Laserfiche renewal covers access to download the version updates for your software/subscription.
- **SOFTWARE/SUPPORT CREDIT****
When upgrading or trading in perpetual licensing, you will receive a one-time credit of the software and remaining prepaid support. When moving to Cloud/Subscription, you will receive a one-time credit of the remaining prepaid support.

ABBYY

	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■	■	■	■
Remote access support through GoToMeeting+	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Create/update users or groups, import profiles, or update batches	■	■	■	■
Editing ABBYY export script, import from Laserfiche, fields/variables within an existing project, or training		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Your Solution				■

* Each Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is owned.

* Excludes development of new integrations, large-scale development projects, and SQL queries.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

PACKAGE DESCRIPTIONS

BUSINESS PROCESS DEFINITIONS

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.

- **COMPLEX:** A large business process with extensive configuration that is absolutely mission critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of your solution (Laserfiche, ABBYY, Blue Prism)
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- For **MSS 2, PASS & PASS 2**, create/provide process diagrams (and any other necessary paperwork/examples)

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to a Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While your renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at your service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
MCCi will access your system to review how your organization uses your solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.
- **LASERFICHE CERTIFICATIONS**
Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
MCCi will create or update users or groups, import profiles or batches within your ABBYY solution.

MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)

MCCi's **MSS 2** package is for Clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. **MSS 2** offers the following:

- **ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services including setting up users, metadata, security, etc.

- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing workflows, simple Forms or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using your current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF EXISTING MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within your ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all of the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss your current and upcoming projects. **PASS** pricing for the advanced block of hours is based on our Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal.

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on our **MSS 2** level you will have access to our team of Certified Support Professionals, with **PASS** you will have a representative dedicated to your organization.

- **SCHEDULED RECURRING CONSULTATION CALLS**

Upon your request, your **PASS** representative will schedule recurring calls with you to discuss your current and upcoming projects. This helps us stay on the same page with you and ensure tasks and project milestones are being completed.

PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)

PASS 2 includes the benefits of **PASS**, but also provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge.

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

- **INSTITUTIONAL KNOWLEDGE OF YOUR SOLUTION**

Turnover within your organization can happen, and it's important to have a plan. Who will help your new solution administrator get up to speed on your processes and solutions in place? Leave that to us. We document your specific organization's usage and implemented business processes, integrations, etc. and are able to assist with the knowledge transfer to the new solution administrator if needed.

- **MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

Your representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.

- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**

Avoid our after-hours premium charge for server migrations and upgrades. Our Elite clients can schedule these anytime Monday through Friday from 8 am to 10 pm EDT and Saturday and Sunday from 12 pm to 4 pm EDT.

- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize your WebLink/Public Portal to meet your needs.

ESTIMATE: LASERFICHE SUBSCRIPTION

Quote Number: 17374

Quote Type: Net New

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #544-17</i>	<i>Total</i>
<u>MCCi SOFTWARE</u>				
☒ GoFiche Integration Suite for Rio	1	\$15,000.00	\$13,950.00	\$13,950.00
<i>MCCi Software Subtotal</i>				\$13,950.00
GRAND TOTAL - ONE-TIME SOFTWARE				\$13,950.00

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #544-17</i>	<i>Annual Total</i>
<u>MCCi SOFTWARE SUPPORT</u>				
☒ GoFiche Integration Suite for Rio	1	\$3,000.00	\$2,700.00	\$2,700.00
<i>MCCi Annual Recurring Software Support Subtotal</i>				\$2,700.00
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
☒ Laserfiche Professional User Subscription (10-49 Users)	15	\$710.00	\$674.50	\$10,117.50
☒ Laserfiche Quick Fields Complete Capture Subscription (10-Pack)	1	Included	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				\$10,117.50
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Training Center for Laserfiche (10-24 Users)	1	\$1,620.00	\$1,620.00	\$1,620.00
☒ MCCi SLA for Laserfiche (11-24 Users)	1	\$1,150.00	\$1,035.00	\$1,035.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				\$2,655.00
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
☒ Process Administration Support Services for Laserfiche	1	\$7,600.00	\$6,840.00	\$6,840.00
<i>Client needs are estimated based on the current components provided herein: up to 40 hours that will expire at the end of your renewal term.</i>				
<i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>				\$6,840.00
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$22,312.50

For budgetary purposes, the Client should include \$22,312.50 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #544-17</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>				
☒ Implementation Services Package	1	\$6,560.00	\$6,035.20	\$6,035.20
<i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>				
<i>** May be subject to additional scoping</i>				

☒	Laserfiche Filing Workflow Configuration <i>Up to 15 Document Types.</i>	1	\$4,100.00	\$3,772.00	\$3,772.00
☒	Laserfiche Training Services, Remote Per Day <i>Workflow training and installation excluded.</i>	3	\$1,640.00	\$1,508.80	\$4,526.40
Service Packages Subtotal					\$14,333.60

MCCi CONSULTING SERVICES

☒	Development Rate, Per Hour** <i>** Not to Exceed - Included in the event Custom Integration is necessary</i>	10	\$250.00	\$230.00	\$2,300.00
Consulting Services Subtotal					\$2,300.00

GRAND TOTAL - ONE-TIME SERVICES

\$16,633.60

☒	Initial Product Discount <i>Discount is based on this quote and if the quote changes the discount amount is subject to change.</i>	(\$1,620.00)			
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TOTAL LASERFICHE PROJECT COST

\$51,276.10

ESTIMATE: ABBYY FLEXICAPTURE FOR INVOICES

Quote Number: 17374

Quote Type: Net New

Product Description:

	Qty.	Unit Cost	Total
ABBYY ANNUAL SUBSCRIPTION			
☒ ABBYY FlexiCapture for Invoices Subscription <i>Up to 20,000 invoices per year (IPY) not to exceed an average of 3 pages per invoice at the IPY quoted, header, footer and line item capture. Laserfiche Integration requires a dedicated Laserfiche Full Named User License.</i>	1	\$5,124.00	\$5,124.00
ABBYY Annual Recurring Subscription Subtotal			\$5,124.00

MCCi MANAGED SERVICES SUBSCRIPTION

☒ Process Administration Support Services for ABBYY	1	\$6,840.00	\$6,840.00
MCCi Managed Services Annual Recurring Subscription Subtotal			\$6,840.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION

\$11,964.00

For budgetary purposes, the Client should include \$12,562.20 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

MCCi SERVICE PACKAGES

☒ Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$13,325.00	\$13,325.00
Service Packages Subtotal			\$13,325.00

GRAND TOTAL - ONE-TIME SERVICES

\$13,325.00

TOTAL ABBYY PROJECT COST

\$25,289.00

NOTE: The information presented in this document are based on the results of MCCi and Client's collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Assistant Fire Chief, Fire Department, 325-657-4355 ext 300

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider approving the purchase of EMS equipment from Zoll Medical Corporation in the amount of \$624,759.71 via NPP contract M-5719273 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Summary/History:

The Fire Dept. is requesting authorization to purchase 13 Zoll Cardiac Monitor/Defibrillators in the amount of \$603,541.89 and 13 Automated External Defibrillators (AED) in the amount of \$21,217.82 under NPP contract # M-5719273.

The Cardiac Monitor/Defibrillators will be used on our ACLS EMS Ambulance units and the AED's will be used on every Fire Engine.

Both the Cardiac Monitor/Defibrillators and the AEDs are listed on FEMA's approved equipment for the CARES Grant program

Financial Impact:

The purchase of EMS equipment from Zoll Medical meets the parameters of the CRF Grant. There are no matching funds required from the city, and if approved, the grant funds will be immediately available for purchase from Fund 103.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------|--------------------------------|
| 1. | Zoll AED Quote | Zoll AED Quot.pdf |
| 2. | Zoll Cardiac Monitor Quote | Zoll Cardiac Monitor Quote.pdf |

Presentation:

Approvals/Reviews:

Patrick Brody	Created/Initiated
Brian Dunn	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved

Julia Antilley

Final Approval



TO: San Angelo Fire Department
 306 West First Street
 San Angelo, TX 76903

Attn: **Patrick Brody**

email: patrick.brody@safiredept.com

Tel: 325-656-3542

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 357337 V:4

DATE: September 28, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	20100000102011010	AED Plus with AED Cover. Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression bar. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.	13	\$1,995.00	\$1,356.60	\$17,635.80	*
2	8000-0807-01	Type 123 Lithium Batteries , quantity of ten (10) with storage sleeve	13	\$78.75	\$64.58	\$839.54	*
3	8900-0402	CPR stat•padz HVP Multi-Function CPR Electrodes - 1 pair	26	\$78.75	\$64.58	\$1,679.08	*
4	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	13	\$99.75	\$81.80	\$1,063.40	*
*Reflects National Purchasing Partners (NPP) Contract Pricing; Member # M-5719273.							

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$21,217.82

Lavern Smith
 Territory Manager
 505-417-7965

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL OCTOBER 31, 2020.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



TO: San Angelo Fire Department
 306 West First Street
 San Angelo, TX 76903

Attn: **Patrick Brody**

email: patrick.brody@safiredept.com

Tel: 325-656-3542

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 357334 V:4

DATE: September 28, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology:	13	\$40,020.00	\$32,816.40	\$426,613.20 *

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Lavern Smith
 Territory Manager
 505-417-7965



TO: San Angelo Fire Department
306 West First Street
San Angelo, TX 76903

Attn: Patrick Brody

email: patrick.brody@safiredept.com

Tel: 325-656-3542

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 357334 V:4

DATE: September 28, 2020

TERMS: Net 30 Days

FOB: Shipping Point

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 & SpCO • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8 000 - 001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	13	\$245.00	\$200.90	\$2,611.70 *
3	8 000 - 000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	13	\$845.00	\$676.00	\$8,788.00 *

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4	8 000 - 000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor, Pedi	13	\$845.00	\$676.00	\$8,788.00	*
5	8 000 - 0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	13	\$157.50	\$133.88	\$1,740.44	*
6	8 000 - 0580 - 01	Six hour rechargeable Smart battery	26	\$519.75	\$421.00	\$10,946.00	*
7	8 200 - 000100 - 01	Single Bay Charger for the SurePower and SurePower II batteries.	13	\$992.25	\$704.50	\$9,158.50	*
8	8 300 - 0520 - 01	Filterline Set Adult/Pediatric, Case of 25	13	\$275.00	\$233.75	\$3,038.75	*
9	8 300 - 0524 - 01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	13	\$355.00	\$301.75	\$3,922.75	*
10	8 900 - 0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	13	\$588.00	\$482.16	\$6,268.08	*
11	8 000 - 000876 - 01	Paper, Thermal, w/Grid, BPA Free (box of 6)	13	\$24.00	\$19.66	\$255.58	*

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
12	8300-000676	OneStep Cable, X Series	13	\$446.25	\$348.08	\$4,525.04	*
13	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	13	\$393.75	\$279.56	\$3,634.28	*
14	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	13	\$91.88	\$75.34	\$979.42	*

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
15	8 7 7 8 - 8 9 0 9 9 - WF	Worry-Free Service Plan, 9 Years, On-Site. Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. COMMENTS: ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for	13	\$15,183.00	\$12,905.55	\$167,772.15 **

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		one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.				
16	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	2		(\$1,000.00)	(\$2,000.00) ***
17	6008-9901	ZOLL X Series Trade-In	11		(\$9,000.00)	(\$99,000.00) ***
18	8299-9999	X Advanced Upgrade	13	\$3,500.00	\$3,500.00	\$45,500.00

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		*Reflects National Purchasing Partners (NPP) Contract Pricing; Member # M-5719273. **Reflects Discount Pricing. ***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis. ***Trade value guaranteed only through October 31, 2020. If and when the X Advanced parameters are available for sale, ZOLL will provide San Angelo Fire Department an upgrade to the existing X Series (13) included in Quote # 357334 V:3 at the introductory price of \$3,500 each. Offer will be valid for execution up to 60 days after the official X Advanced parameters release. This will be executed by San Angelo Fire Department issuing a purchase order to ZOLL and referencing the Sales Order # that becomes				

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		associated with this order.				
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TOTAL	\$603,541.89
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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: David Howard, Assistant Chief / Support Services, Police, (325) 659-8011

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider a resolution accepting the Donation of Funds for the purchase of exercise equipment for the San Angelo Police Department gym facilities (Frank Carter)

Summary/History:

The Back the Badge clay bird skeet shoot was held to support the Tom Green County Sheriffs Department and the San Angelo Police Department.

The organizers would like to donate \$20,000 to the San Angelo Police Department to be used solely for the purchase of exercise equipment for the San Angelo Police Department.

Financial Impact:

There is no fiscal impact to Budget

Other Information/Recommendation:

Attachments:

- | | |
|----------------------------------|------------------------------------|
| 1. RESOLUTION APPROVING DONATION | RESOLUTION APPROVING DONATION.docx |
|----------------------------------|------------------------------------|

Presentation:

Frank Carter

Approvals/Reviews:

David Howard	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF FUNDS FOR THE PURCHASE OF EXERCISE EQUIPMENT FOR THE SAN ANGELO POLICE DEPARTMENT

WHEREAS, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, a Back the Badge Clay Shoot was held to support the Tom Green Sheriff's Office and the San Angelo Police Department; and

WHEREAS, the organizers of the clay shoot would like to donate \$20,000 to the City of San Angelo to be used for the purchase of exercise equipment for the Police Department gym facilities; and

WHEREAS, the San Angelo Police Department has uses for the exercise equipment that further the mission and purpose of the department; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN ANGELO, TEXAS:

Part 1: That the City of San Angelo hereby accepts a donation in the amount of \$20,000 from the organizers of the Back the Badge Clay Shoot.

Part 2: That the funds shall be used solely for the purchase of exercise equipment for the San Angelo Police Department gym facilities.

PASSED and APPROVED THIS 15th Day of September, 2020.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Solid Waste Contract Manager, Solid Waste, (325) 486-3798

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider amending a resolution authorizing the Solid Waste Department to provide funding for Keep San Angelo Beautiful cleanup events (Shane Kelton)

Summary/History:

The non-profit organization Keep San Angelo Beautiful (KSAB) has requested the City of San Angelo Solid Waste Department assist with providing funding for a cleanup up event or events. A resolution was approved at the 2/18/2020 City Council meeting to provide \$50,000 in funding for future cleanup events. KSAB hosted a Hazardous Household Waste Event on September 19, 2020. The event was very successful and well attended. The funding for the event was not sufficient enough to cover the costs of several residents who were waiting in line when the funding limits were exhausted. In an effort to not turn away several cars that had been waiting for a long period of time, a cost overrun occurred in the estimated amount of \$15,000.

Financial Impact:

The increased amount of \$15,000 for a total of \$65,000 has been budgeted for this cleanup event in the Solid Waste budget.

Other Information/Recommendation:

Staff recommends amending this resolution to increase the amount of funding by \$15,000 to a total of \$65,000 in funding to the KSAB organization to cover additional costs for the Household Hazardous Waste Event.

Attachments:

- | | |
|--|--|
| 1. AMENDED Resolution for KSAB Project Funding | AMENDED Resolution - KSAB Funding.docx |
|--|--|

Presentation:

Shane Kelton

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

AMENDED RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE SOLID WASTE DEPARTMENT TO FUND A SINGLE OR MULTIPLE FUTURE COMMUNITY CLEANUP PROJECTS ORGANIZED BY THE KEEP SAN ANGELO BEAUTIFUL NON-PROFIT ORGANIATION

WHEREAS, Keep San Angelo Beautiful (KSAB) is hosting future community cleanup events;
and

WHEREAS, the City of San Angelo supports KSAB and their organization of such cleanup events because this event will assist with keeping prohibited items from the landfill and enhance the appearance and quality of life for the citizens of San Angelo; and

WHEREAS, in order to conduct the event KSAB has requested that the City of San Angelo provide funding in the amount of ~~\$50,000~~ \$65,000 to be used to support future clean up events; and

WHEREAS, without this financial assistance it is unlikely this event will occur.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN ANGELO, TEXAS:

Part 1: That the City of San Angelo City Council hereby declares there is a public purpose in assisting KSAB with such community cleanup efforts.

Part 2: The City of San Angelo Solid Waste Division is hereby authorized to provide funding in the amount of ~~\$50,000~~ \$65,000 to be used to assist KSAB in future cleanup events.

Part3: That the City Manager is authorized to execute any necessary documents for the funding of these events.

Part 4: That KSAB will at the conclusion of the cleanup in which these allocated funds are used provide a report in the City of San Angelo Friday packet that provides information about the effectiveness of the event and the specific use of the funds.

PASSED and APPROVED THIS 18th DAY OF FEBRUARY, 2020.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider ratifying a Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo relating to partial funding for open space improvement, landscaping, and related facilities to enhance the Hwy 87 right of way in the amount of \$150,000 (Guy Andrews)

Summary/History:

Ratification of Memorandum of Understanding between COSADC and the City of San Angelo to allow them the administer the \$150,000 approved for the projects described in the attached Resolution.

Financial Impact:

Funds have been set for this project.

Other Information/Recommendation:

Attachments:

1. 20-0688_COSADC_CITY_SCULPTURES_DISPLAY_MOU 20-0688_COSADC_CITY_SCULPTURES_DISPLAY_MOU
(2) (2).docx
2. COSADC_CITY_SCULPTURES_DISPLAY RESO (1) (2) COSADC_CITY_SCULPTURES_DISPLAY RESO (1) (2).pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND THE CITY OF SAN ANGELO RELATING TO PARTIAL FUNDING FOR OPEN SPACE IMPROVEMENT, LANDSCAPING AND RELATED FACILITIES. TO ENHANCE HIGHWAY 87 RIGHT OF WAY,

This Memorandum of Understanding ("MOU") entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION ("COSADC"), a State of Texas non-profit Type B development corporation ("COSADC") and the CITY OF SAN ANGELO, TEXAS (City), a home rule municipal corporation ("City"), effective **October 6, 2020 ("Effective Date")**, relates to construction services for infrastructure improvements required by U.S. Customs and Border Protection Air & Marine Operations (CBPAMO) at the San Angelo Regional Airport—Mathis Field on property leased by the United States Government.

RECITALS

WHEREAS, Highway 87 (Koenigheim Street north bound and Abe Street southbound) constitutes the primary north – south thoroughfare serving as a gateways into the City of San Angelo; and,

WHEREAS, “Working Cowboy” is a ten foot seven inch tall bronze statue with outstretched welcoming hand, by local sculptor Scott Sustek, displayed in the right-of-way of Abe Street (Highway 87) at the northern gateway for traffic into the City; and,

WHEREAS, a second bronze sculpture of an Ewe with Two Lambs is displayed in the right-of-way of Koenigheim (Highway 87,) at the southern gateway for traffic into the City; and,

WHEREAS, the unique Working Cowboy and Ewes bronze sculptures depict the cultural character of the City of San Angelo; and,

WHEREAS the City intends to develop plans for the construction of and to construct certain landscaping, sculptural display and signage improvements at specified locations in the rights-of-way open spaces of Abe and Koenigheim Streets (Highway 87) that will serve as engaging, warm welcomes to motorists driving into the City and its central business district (hereinafter referred to as the “Project”); and,

WHEREAS, on June 24, 2020, the COSADC Board adopted a resolution authorizing a Project partially funding the open space landscaping, sculptural display, and signage enhancements to Interstate 87 right of way planned by the City; authorizing negotiation of a Memorandum of Understanding (MOU) with the City for partial funding of the Project not to exceed \$150,000; and, establishing the performance obligations of the parties; and,

WHEREAS, on July 7, 2020, the City Council for the City of San Angelo approved the Project Resolution adopted by the COSADC Board and authorized the negotiation and execution of this MOU;

NOW THEREFORE, the Parties hereto cause this MOU to be executed by their duly authorized representatives for the purpose of memorializing the terms expressed herein,

1. **Recitals:** The foregoing recitals are true and correct and are adopted by the parties as part of this MOU.

2. **Term:** This MOU shall become enforceable upon its Effective Date first hereinabove provided; and, except as may be otherwise agreed to between the Parties, shall automatically terminate upon completion of the Project work, acceptance thereof by the City, and reimbursement of Project costs by COSADC pursuant to this MOU, in a sum not to exceed \$150,000. Notwithstanding the foregoing, in no event shall the obligations of the parties to this MOU extend beyond December 31, 2021.
3. **City's Obligations:** (a) City shall perform or enter into contracts for performance, including construction services, necessary to complete Project work pursuant to plans developed by the City and approved by COSADC (the work and related construction contracts collectively are referred to herein as the "Contract").
(b) City shall periodically on request of COSADC or its executive director, provide progress reports to the Board or executive director, including but not limited to copies of contracts, notice to proceed, subcontracts, inspection reports, billing and payment records, and other Project work related documents.
(c) City shall repay, refund and remit to COSADC all funds deposited for reimbursement to City for costs incurred relating to the Project that are not utilized for Project purposes upon expiration or termination of this MOU.
(d) City shall provide COSADC with such accounting and supporting business records as COSADC may in its discretion deem sufficient to verify under generally accepted accounting and audit principals the facts set forth in the accounting.
4. **Funding Obligation of COSADC:** Conditioned upon City's timely performance of its obligations under this MOU and of its obligations under Contract, COSADC shall provide funding of City's payment obligations under Contract in a sum, not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000).
5. **Assignment:** This MOU shall not be assigned by any of the Parties to it, in whole or in part, without the prior written consent of each of the other Parties, which consent may be arbitrarily withheld or conditioned.
6. **Notices:** All notices required under this MOU shall be in writing and shall be given by hand-delivery or by 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 third day after being deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Attention: Director of Economic Development
69 N. Chadbourne Street
San Angelo, Texas 76903

CITY OF SAN ANGELO
Attention: City Manager
72 W. College Avenue
San Angelo, Texas 76903

With a mandatory copy to:

City Attorney's Office
72 W. College Avenue
San Angelo, Texas 76903

7. **Contingency Clause:** The funding obligation of COSADC under this MOU is contingent on the availability of funds and continued authorization for Project activities. This MOU is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' written notice thereof to City.

8. **No Joint Venture:** It is acknowledged and agreed by the Parties hereto that the terms of this MOU are not intended to and shall not be deemed to create any partnership or joint venture between the Parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third Party in connection with City's operations, employees or contractors.

9. **Remedies:** Upon breach of any of the commitments and obligations contained in this Agreement in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

10. **Miscellaneous Provisions:**

A. This MOU shall be construed and enforced according to the laws of the State of Texas. The Parties acknowledge that this MOU can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the Parties relating to this MOU shall be in Tom Green County, Texas.

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

C. The meaning of capitalized terms shall be as defined under this MOU.

D. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City 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 MOU shall remain unmodified and in full force and effect or limitation of its use.

E. This MOU constitutes the sole and entire agreement between the Parties hereto relating to the subject matter of this MOU. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties hereto.

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MOU, Force Majeure shall mean

a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this MOU.

G. This MOU shall be binding upon the Parties hereto, their legal representatives, successors or permitted assigns.

H. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

I. No waiver or breach of any provision of this MOU 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. Failure by a Party on one or more occasions to exercise one or more of its rights under this MOU shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

J. The provisions of this MOU, which by their nature extend beyond the expiration or termination of this MOU, will survive expiration or termination of this MOU.

K. This MOU has been officially authorized by the governing body of each Party hereto and each signatory to this MOU guarantees and warrants that the signatory has full authority to execute this MOU and to legally bind the respective Party to it.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, on the dates indicated below.

ATTEST:

**CITY OF SAN ANGELO
DEVELOPMENT CORPORATION**

Nora Nevarez, Secretary

Todd Kolls, President

Date: _____, 2020

ATTEST:

CITY OF SAN ANGELO

Julia Antilley, Interim City Clerk

Daniel Valenzuela, City Manager

Date: _____, 2020

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Guy Andrews, Director of Economic
Development

Dan T. Saluri, Deputy City Attorney

DRAFT

A RESOLUTION OF THE SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$150,000 DOLLARS TO PARTIALLY FUND CITY OF SAN ANGELO, OPEN SPACE IMPROVEMENT, LANDSCAPING AND RELATED FACILITIES NECESSARY TO ENHANCE THE HIGHWAY 87 RIGHT OF WAY, A PROJECT AUTHORIZED UNDER SECTION 501.103 INFRASTRUCTURE IMPROVEMENTS (STREET LANDSCAPING) AND SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE FOR OPEN SPACE IMPROVEMENTS NECESSARY TO DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; AND, AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF SAN ANGELO PROVIDING TERMS FOR PERFORMANCE, AND ANY OTHER RELATED DOCUMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY, SUBJECT TO APPROVAL OF CITY COUNCIL.

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; and,

WHEREAS, Highway 87 (Koenigheim Street north bound and Abe Street southbound) constitutes the primary north – south thoroughfare serving as a gateway into the City of San Angelo; and,

WHEREAS, “Working Cowboy”, a ten foot seven inch tall bronze statue by local sculptor Scott Sustek, is displayed in the right-of-way of Abe Street with outstretched welcoming hand. This sculpture was attained through public donations collected with the efforts of Art in Uncommon Places, a nonprofit local group that fosters the creation of public works of art ; and,

WHEREAS, a second bronze sculpture of an Ewe with Two Lambs is displayed in the right-of-way of Koenigheim courtesy of the Texas Department of Transportation; and,

WHEREAS, the unique Working Cowboy and Ewes bronze sculptures depict the cultural character of our city; and,

WHEREAS the city plans to make certain sculptural display improvements, signage and landscaping in the right-of-way open spaces that will serve as engaging, warm welcomes to motorists driving into our city and its central business district; and,

WHEREAS, the City of San Angelo Development Corporation Board (COSADC) has determined that such improvements are needed within available right-of-way open spaces at strategic locations serving as welcoming gateways into the city to enhance economic development in the city; and,

WHEREAS, the City desires funding assistance for up to \$150,000, for such purposes from COSADC through adoption of a Project authorized under Sections 501.103 and 505.152 of the Development Corporation Act; 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

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 enhancement project to make certain sculptural display improvements incorporating sculptures described as Working Cowboy and Three Ewes, signage and landscaping in the right-of-way open spaces of Highway 87, north and south of the City of San Angelo business district, that will serve as engaging, warm welcomes to motorists driving into the City of San Angelo and its central business district, in an amount not to exceed \$150,000; authorizing the Board President to negotiate and execute a Memorandum of Understanding with the City of San Angelo providing for City's performance ("MOU") and any related documents, in compliance with the Development Corporation Act, in a form approved by the City Attorney; and, recommending to City Council ratification of the Project and authorization for the City Manager to execute the MOU.

PASSED THIS 24th DAY OF June, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

DocuSigned by:

B488B9107DA14CD
Nora Nevarez, Corporate Secretary

DocuSigned by:

BY: D5BB05B2E1E14B1...
Todd Kolls, President

APPROVED FOR CONTENT

DocuSigned by:

B555592C5C0947A...
Guy Andrews, Director of
Economic Development

APPROVED AS TO FORM

DocuSigned by:

609C3C877D18482...
Dan I. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider ratifying a Memorandum of Understanding by and between Tom Green County and the City of San Angelo Development Corporation for Spring 2020 DEAA grant matching funds for Goodfellow Air Force Base to improve resiliency and energy security (Guy Andrews)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | 20-0313_COSADC_DEAAG_2020_RESO_FINAL.docx | 20-0313_COSADC_DEAAG_2020_RESO_FINAL.docx.pdf |
| 2. | 20-1113_COSADC_TGC_DEAAG_MOU (1) | 20-1113_COSADC_TGC_DEAAG_MOU (1).docx |

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	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 SUPPORT OF A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT (DEAAG) AWARD TO TOM GREEN COUNTY (TGC) FOR GOODFELLOW AIRFORCE BASE (GAFB) FOR CONSTRUCTION OF BASE IMPROVEMENTS INCLUDING NETWORK TOWER(S) AND FACILITIES BRINGING 5G WIRELESS TECHNOLOGY TO GAFB, ENHANCING BASE RESILIENCY, AND CONSTRUCTING RELATED IMPROVEMENTS THAT WILL ATTRACT NEW MILITARY MISSIONS TO THE BASE, A PROJECT AUTHORIZED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, SECTION 501.104 OF THE LOCAL GOVERNMENT CODE .

WHEREAS, Goodfellow Air Force Base ("GAFB") is located in the City of San Angelo ("City"), Tom Green County ("TGC"), Texas and is the City's largest employer; and,

WHEREAS, the mission of GFAB is intelligence training for all branches of the United States Military; and,

WHEREAS, GAFB desires to expand its intelligence training mission to include asymmetric digital subscriber line (ADSL) technology training and resiliency training which will require construction of additional base facilities and bring 5G wireless technology to the Base (hereinafter "Project"); and,

WHEREAS, Tom Green County (TGC) has applied for and is eligible to be awarded a Defense Economic Adjustment Assistance Grant, Spring of 2020, in the sum of \$10,462,730, (hereinafter the Application and Grant are collectively referred to as the "Grant") from the Office of the Governor, Texas Military Preparedness Commission, to provide state funding for the Project, which funding requires local matching funds in the sum of \$400,000; and,

WHEREAS, the City of San Angelo Development Corporation ("COSADC") is Type 4 B Development Corporation authorized to utilize half cent sales and use tax funds for Projects related to certain Military Bases or Missions that include infrastructure improvements, land acquisition, buildings, or expenditures found by the board of directors to be required or suitable for attracting new military missions to GAFB, and;

WHEREAS, TGC and COSADC recognize the strategic priority and role that they can play to support our nation's security efforts through local support of GAFB in the form of matching funds necessary to secure the DEAAG for the Project; and,

WHEREAS the Board of Directors has determined that the Project will attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City of San Angelo, and is a Project authorized under Section 501.104 of the Development Corporation Act (hereinafter the 'Act'); and,

COSA Development Corporation
February 13, 2020

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Ref. # 2020-02-209

WHEREAS, the board of directors of COSADC has determined that the Project and provision of funding for up to \$400,000, of matching funds required as stated in the Grant 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 funding serve the public purposes set forth in the Act;

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

The City of San Angelo Development Corporation offers this Resolution for City Council approval authorizing the use of sales and use tax funds in the sum of up to \$400,000, in matching funds in support of a Defense Economic Adjustment Assistance Grant (DEAAG) award to Tom Green County for Goodfellow Air Force Base (GAFB) in the sum of \$10,462,730, for construction of Base improvements including network tower(s) and facilities bringing 5G wireless technology to the Base, enhancing Base resiliency, and constructing related improvements that will attract new military missions to the base, a Project authorized under the Texas Development Corporation Act, Section 501.104 of the Texas Local Government Code, and recommending approval by City Council.

ADOPTED on this the 13th day of February, 2020.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

Todd Kolls, President

DocuSigned by:
By: Bill Dendle
6C8A60578FD8420...
Bill Dendle, First Vice President

ATTEST:

DocuSigned by:
BY: Nora Nevarez
B488B9107DA14CD...
Nora Nevarez, Corporation Secretary

APPROVED FOR CONTENT

DocuSigned by:
Guy Andrews
B555502C5C6047A...
Guy D. Andrews
Director of Economic Development

APPROVED AS TO FORM

DocuSigned by:
Dan Saluri
609C3C877D18482...
Dan T. Saluri, Deputy City Attorney

COSA Development Corporation
February 13, 2020

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Ref. # 2020-02-209

RATIFIED by City Council this 18th day of February, 2020.

DocuSigned by:

Brenda Gunter

Brenda Gunter, Mayor

ATTEST:

DocuSigned by:

Julia Antilley

Julia Antilley, Interim City Clerk

APPROVED AS TO FORM

DocuSigned by:

Theresa James

Theresa James, City Attorney

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN, TOM GREEN COUNTY AND CITY OF SAN ANGELO DEVELOPMENT CORPORATION FOR SPRING 2020 DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE (DEAA) GRANT FOR MATCHING FUNDS FOR GOODFELLOW AIR FORCE BASE TO IMPROVE RESILIENCY AND ENERGY SECURITY

This Memorandum of Understanding (MOU) is entered into by and between Tom Green County and the City of San Angelo Development Corporation. Each entity may be hereinafter referred to as a "Party" and jointly as "Parties".

RECITALS

WHEREAS, Goodfellow Air Force Base ("GAFB") is located in the City of San Angelo ("City"), Tom Green County ("TGC"), Texas and is the City's largest employer; and,

WHEREAS, the mission of GAFB is intelligence training for all branches of the United States Military; and,

WHEREAS, GAFB desires to undertake a project to provide capital investment to create a 5G communication system network required to establish Goodfellow as a world renowned Intelligence Training Center of Excellence that also benefits San Angelo as one of the first rural communities with 5G network; includes energy conservation measures that will reduce Goodfellow's energy demands and provide micro grid capabilities in the event of electrical grid failure, and also meets cyber security requirements; improves the warfighting capabilities of airmen, soldiers, sailors, and marines with the infrastructure necessary to promote functional physical fitness to include covered outdoor training area and equipment; improves the safety and health of military working dogs (MWDs) with an astro turfed covered outdoor training area; enhances the communications between Goodfellow and local emergency first responders with interoperable mobile radios; improves Goodfellow's HAZMAT response capabilities with a fully equipped emergency response trailer in Tom Green County where there has been exponential growth in the storage and transportation of hazardous materials due to the expansion of the oil industry; and expands a joint service student resiliency assembly area; and,

WHEREAS, TGC has applied for and has been awarded a Spring 2020 Defense Economic Adjustment Assistance Grant (hereinafter the grant application and grant agreement are collectively referred to as the "DEAA Grant") from the Office of the Governor, Texas Military Preparedness Commission, to provide state funding for portions of the project, which requires local match funding to administer and fully complete the project; and,

WHEREAS, TGC and the City of San Angelo Development Corporation ("COSADC") recognize the strategic priority and role that they can play to support our nation's security efforts through local support of the base in the form of matching funds necessary to secure the grant for the Project; and,

WHEREAS the COSADC Board of Directors has determined that the Project will attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City, and is thereby an authorized Project under Section 501.104 of the Development Corporation Act (hereinafter the 'Act') as made applicable under Section 505.151; and,

MOU by and between Tom Green County and City of San Angelo Development Corporation for Spring 2020 DEAA Grant Matching Funds for Goodfellow Air Force Base to Improve Resiliency and Energy Security.

WHEREAS, on February 13, 2020 the Board of Directors of COSADC determined that the Project and provision of funding for a portion of matching funds required as stated in this MOU are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) ratified by City Council on February 18, 2020; and, that the Project and funding serve the public purposes set forth in the 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 hereby acknowledged by the Parties, COSADC and TGC agree as follows:

TERMS

1. Recitals. The recitals set forth above are true and correct and are adopted by the parties as a part of this Memorandum of Understanding ("MOU").
2. Effective Date. This MOU shall become effective as to each Party when approved by that Party's governing body and executed as authorized. This MOU shall continue in force and remain binding upon the Parties until after the DEAA Grant closing with TGC, distribution to TGC of all DEAA Grant funds, TGC application of Grant funds to the Project, and distribution by COSADC to TGC of the Grant Matching Funds provided for at Section 5. herein.
3. Conditions Precedent to COSADC Funding Obligation. Conditions precedent to the funding obligation of COSADC under this MOU are: (1) awarding of the Spring 2020 DEAA Grant to TGC by the Office of the Governor, Texas Military Preparedness Commission, as evidenced by that certain "*Agreement for the Defense Economic Adjustment Assistance Grant Between the Office of the Governor, Texas Military Preparedness Commission and Tom Green County*", a copy of which is attached hereto as **Exhibit "A"**, and made a part of this MOU for all purposes; (2) TGC compliance with the terms and conditions of the DEAA Grant; (3) Authorization of the COSADC Board of Directors for execution of this MOU and approval of the City Council for the City of San Angelo, and (4) Authorization of the County Commissioners' Court for execution of this MOU.
4. TGC Performance Requirements.
 - A. TGC shall request the payment of local matching funds on a semi-annual basis up to the sum of COSADC local matching funds authorized pursuant to provisions of Section 5. "COSADC Grant of Matching Funds", herein, is for reimbursement of capital investment to create a 5G communication system network; energy conservation measures that will reduce Goodfellow's energy demands and provide micro grid capabilities in the event of electrical grid failure and also meets cyber security requirements; infrastructure necessary to promote functional physical fitness to include covered outdoor training area and equipment; improvements to the safety and health of military working dogs (MWDs) with an astro turfed covered outdoor training area; enhanced communications between Goodfellow and local emergency first responders with interoperable mobile radios; HAZMAT response capabilities with a fully equipped emergency response trailer in Tom Green County; and expansion of a joint service student resiliency assembly area. (collectively "Project Improvements"), and grant administration.

- B. At the time of requesting payment of local matching funds from COSADC for reimbursement of Project Expenses, TGC shall provide COSADC with records establishing the total costs incurred to date on the Project in compliance with the terms and conditions of the DEAA Grant sufficient to verify under generally accepted accounting and audit principals the facts certified to.
- C. Upon completion of the Project, TGC shall gift or grant the Project Improvements and technology hardware and software to GAFB to be utilized for attracting new military missions to the base.
- D. TGC shall comply with the terms and conditions of the DEAA Grant required for semiannual disbursement of the grant funds awarded, subject to the portion of matching funds to be provided by Local Community Funding described in the DEAA Grant Agreement, **Exhibit "A"**.

5. COSADC Grant of Matching Funds.

A. Subject to TGC compliance with the performance requirements set forth at Section 4 "TGC Performance Requirements", above, and compliance with the DEAA Grant Agreement, COSADC shall award TGC a sum required for grant administration and local matching funds under the DEAA Grant, up to but not exceeding the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.) (hereinafter, "Local Matching Funds Grant").

B. Reimbursements from the Local Matching Fund Grant shall be payable within thirty (30) days after receipt by COSADC of a written request from TGC for a specified portion of the Local Matching Funds Grant required as provided at Section 4 "TGC and GAFB Performance Requirements", including a statement of the total expense incurred for reimbursement and affirmation that TGC has fully performed each of its obligations under the DEAA Grant, accompanied with documentation sufficient to verify under generally accepted accounting and audit principals the facts certified to.

- 6. Retention of Records. Each of the Parties shall maintain the fiscal records and supporting documentation for the DEAA Grant and the Local Matching Funds Grant for the greater of three (3) years from expiration or earlier termination of this Agreement, or such other period as required by applicable law or regulation.
- 7. Audit and Inspection. Upon reasonable prior written request to TGC and without costs charged, TGC shall allow COSADC access to and the right to examine and inspect any and all records relating to the DEAA Grant, the Local Matching Funds Grant, and this MOU.
- 8. Forfeiture of Local Matching Funds Grant Payments. Any Local Matching Funds Grant payments made to TGC by COSADC not expended pursuant to the DEAA Grant and qualifying as local matching funds, or expended for purposes other than as required under this MOU, shall be immediately, upon demand, returned or reimbursed by TGC to COSADC.
- 9. COSADC's Termination Rights.

- A. COSADC shall have the right to terminate this MOU without liability to the Parties upon thirty (30) days prior written notice to the Parties due to unavailability of funds.
 - B. COSADC shall have the right to terminate this MOU without liability to the Parties upon thirty (30) days written notice of the occurrence of an event of default in the performance of any performance requirement under this Agreement. In such event, COSADC shall not be obligated to pay any grant funds to TGC; and, TGC shall reimburse COSADC for all payments received not expended as required under this MOU.
10. Assignment. This Agreement shall not be assigned by any of the Parties, in whole or in part, without the prior written consent of the other Party, which consent may be withheld or conditioned, in the sole discretion of the consenting Party, and subject to the governing body of the consenting Party.
11. Notices. All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by 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 third day after being deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

TOM GREEN COUNTY

Attn. Steve Floyd, County Judge
122 W. Beauregard
San Angelo, TX 76903

CITY OF SAN ANGELO
DEVELOPMENT CORP.

Attn.: Guy D. Andrews,
Director of Economic Development
69 N. Chadbourne
San Angelo, TX 76903

12. Miscellaneous Provisions.

- A. This MOU shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this MOU can be performed in Tom Green County, Texas, and that the exclusive venue for the resolution of any dispute between the parties relating to this MOU shall be in Tom Green County, Texas.
- B. Title and paragraph headings are for convenient reference and are not a part of this MOU.
- C. No waiver or breach of any provision of this MOU 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 MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City 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 MOU shall remain unmodified and in full

force and effect or limitation of its use.

- E.** This MOU constitutes the sole and entire agreement between the parties hereto relating to the subject matter of the MOU. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
 - F.** This MOU shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or permitted assigns.
 - G.** In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this MOU or to recover damages for breach, the prevailing party in such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law; however no Party shall be entitled to recover incidental or consequential damages.
 - H.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
 - I.** Failure by any party on one or more occasions to exercise one or more of its rights under this MOU shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
 - J.** The provisions of this MOU, which by their nature extend beyond the expiration or termination of the MOU, will survive expiration or termination of the MOU.
13. Validity and Enforceability. This MOU is subject to availability of current revenue to the paying Party. If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.
14. Third Parties. This MOU is intended to inure only to the benefit of the Parties hereto. This MOU is not intended to create, nor shall it be deemed or construed to create, any rights in third parties.

15. Warranty of Signatories. This MOU has been officially authorized by the governing body of each Party hereto and each signatory to this MOU guarantees and warrants that the signatory has full authority to execute this MOU and to legally bind the respective Party to this MOU.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, in multiple counterparts each of which shall be deemed to be an original, on the date specified.

TOM GREEN COUNTY

CITY OF SAN ANGELO
DEVELOPMENT CORP.

Steve Floyd, County Judge,
Acting in his official capacity
As County Judge, and not
Individually

Todd Kolls, President

EMAIL: toddrkolls@aol.com

EMAIL: steve.floyd@co.tom-green.tx.us

DATE: _____, 2020 DATE: _____, 2020

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Guy D. Andrews, Director of Economic
Development

Dan T. Saluri, Sr. Deputy City Attorney

EXHIBIT A

**AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION
AND
TOM GREEN COUNTY**

(Following Pages)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider ratifying COSADC approval of a Change Order to the Reece Albert Inc. contract for Infrastructure Improvements to Phase 2.1 & 2.2 of the San Angelo Business & Industrial Park (awarded under DC-01-20) for installation of approximately 1,250 square yards of colored reinforced concrete in the traffic circle islands in an amount not to exceed \$156,500, half of which is to be paid by the Economic Development Administration Grant (Robert Schneeman)

Summary/History:

RFB: DC-01-20/Infrastructure Improvements Phases 2.1 and 2.2 of the San Angelo Business & Industrial Park was issued on 11/19/2019 with bid opening on 12/13/2019. Application was made to the Economic Development Administration for a grant to partially fund the project. At the time the application was made, EDA guidance limited the total project cost to \$2.5M with EDA potentially providing a 50% match or \$1.25M and the grant was approved. The Engineers, Parkhill Smith & Cooper reduced the scope of the project to meet the \$2.5 M total project cost. As a result, certain elements of the overall project were excluded. The bid by Reece Albert, Inc. came in at \$2,223,190.57 or about \$276,810 below budget. To date, with the Phase 2.2 project nearing completion, there has been one change order in the amount of \$4,850.00 and an offsetting savings of \$5,315.72 for a net savings of about \$466.00.

Staff has requested a cost proposal from the Contractor to provide traffic quality concrete to be placed in the "tear drop" islands and a 6' paved area behind the curb in the center island of the traffic circle.(see attached exhibit) Three options were proposed as follows:

Colored, stamped concrete - \$222,300

Colored Concrete / Broom Finish - \$156,500

Concrete Broom Finish - \$130,800

Staff is recommending approval of a change order in the amount of \$156,500 conditioned upon the approval of EDA paying 50% of the cost.

Total cost to COSADC - \$78,250.00

Please note that Change Orders 1 & 2 were for work required in Phase 2.1, which is not funded by EDA. Those change orders were as follows:

CO#1 \$10,700 to relocate a section of unimproved access road serving the existing sewer lift station required due to excavation of the main drainage channel;

CO#2 \$16,600 to provide a reinforced concrete cap over an existing sewer main crossing the main drainage channel;

Both of the above change orders were covered by contingency funds for the project.

COSADC unanimously approved the subject Change Order at its meeting on September 23, 2020, for colored broom finish concrete at a total cost of \$156,500 on the condition that EDA funding is obtained for 50% of the amount.

Financial Impact:

\$156,500 from currently budgeted acct. No. 700-0700-411-0320 (DC 0147) Current Project budget includes 5% contingency and EDA grant funds.

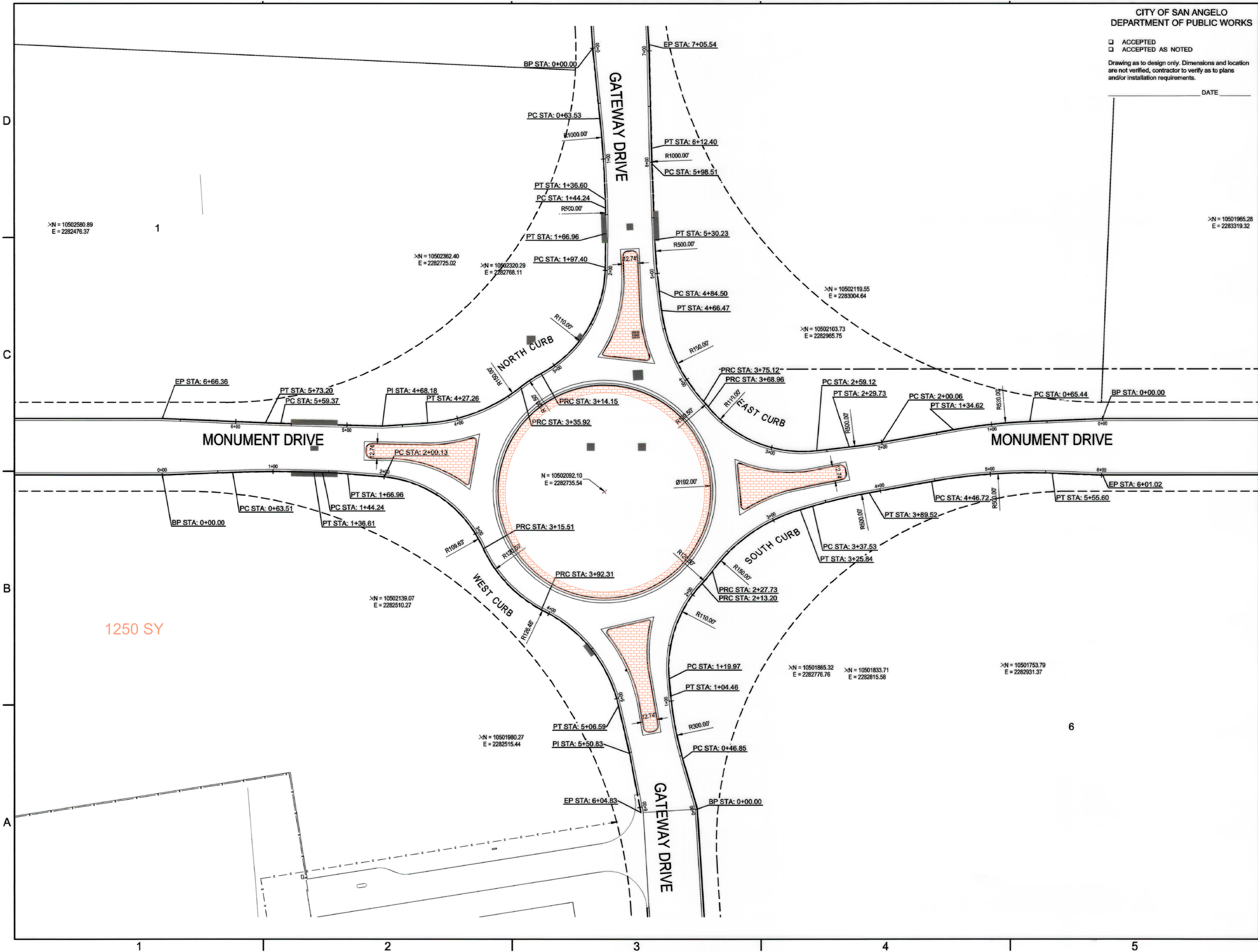
Other Information/Recommendation:**Attachments:**

- | | | |
|----|-----------------------------------|---------------------------------------|
| 1. | traffic circle concrete Model (1) | traffic circle concrete Model (1).pdf |
| 2. | INDUST_PK_REECE_CO4 | INDUST_PK_REECE_CO4.pdf |

Presentation:**Approvals/Reviews:**

Robert Schneeman	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

FILE NAME: X:\2017\9406.17\02_DSGN\02_DWG\050_CIVIL\05_SHEETS\Phase2\PAVE_03-9406.dwg LAYOUT NAME: 19 ROUNDABOUT COORDINATE CONTROL PLAN PRINTED: Wednesday, August 15, 2018 - 5:43pm USER: JSquyres



CITY OF SAN ANGELO
DEPARTMENT OF PUBLIC WORKS

- ACCEPTED
- ACCEPTED AS NOTED

Drawing as to design only. Dimensions and location are not verified, contractor to verify as to plans and/or installation requirements.

DATE _____



PARKHILL SMITH & COOPER

COSADC GATEWAY ADDITION PHASE 2.2

INFRASTRUCTURE
IMPROVEMENTS

EDA SAC #08-01-05227

SAN ANGELO, TEXAS

KEY PLAN



PLAN: 0 40' 80'

SCALE:
H: 1" = 40'
V: 1" = 4'

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND PROJECT NO: 9406.17

ROUNDABOUT
COORDINATE CONTROL
PLAN



CHANGE ORDER No. 4

Date: September 16 2020

RFQ/RFB NO.: ES-02-18/Bell Street Improvements

Contractor: REECE ALBERT, INC.
PO Box 62030
San Angelo, TX 79606-2030

Effective Date of Original Contract: January 7, 2020

Original Contract Price: THREE MILLION THREE HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED EIGHTY-TWO AND 70/100 DOLLARS (\$3,354,682.70)

Council Authorization Date for Original Contract (\$50,000 or more): January 7, 2020 (Contract as amended by Change Orders 1 – 4 do not exceed the Original Contract Price.)

Purpose of Change Order: This Change Order No. 4 relates to Phase 2.2 of San Angelo Business & Industrial Park infrastructure improvements. This change order provides for the material, equipment and labor described in Contractor's Proposal dated August 28, 2020, **Option C** as described on **Exhibit "A"** attached hereto, and depicted by Parkhill Smith & Cooper (PSC) on **Exhibit "B"** attached hereto, for approximately 1,250 SY of light broom finish concrete islands with red concrete

Change Order Revisions to Original Contract, Including Price Adjustment:

The net change order price for Option C to Contractor's quote, **Exhibit "A"** attached, is \$156,500. The sum of Original Contract Price as amended by Change Orders 1 – 4 does not exceed the Original Contract Price, and is within allocated contingency funds authorized by City Council.

Documents Incorporated into This Change Order (Attached):

Proposal submitted by Contractor, dated August 28, 2020, and diagram prepared by PSC, copies of which are attached hereto as **Exhibit "A"** and **Exhibit "B"** respectively, and made a part hereof for all purposes.

Reaffirmation of Original Contract:

This Change Order is an amendment to the Original Contract as amended by Change Orders 1, 2 and 3, and all original contract provisions as amended by said change orders shall apply unless specifically exempted. The Original Contract, this Change Order No. 4 and Change Orders 1, 2 and 3, including any attached Exhibits referred to herein are the entire agreement between Owner and Contractor with respect to this Change Order. Notwithstanding anything to the contrary herein, the cost of the change indicated on the face of this Change Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's

right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

CONTRACTOR: REECE ALBERT, INC.

BY: _____
Mike Schmidt, Vice President
Email: mike@reecealbertinc.com

DATE: _____, 2020

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Todd Kolls, President

ATTEST:

Nora Nevarez, Secretary

Date: _____, 2020

APPROVED AS TO PURCHASING:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO CONTENT:

Guy Andrews, Director of Economic Development

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

EXHIBIT "A"

REECE ALBERT, INC.

HEAVY CONSTRUCTION, UTILITIES AND PAVING



CHANGE ORDER PROPOSAL

To	City of San Angelo Development Corp.	Date	August 28, 2020
	Attn.: Robert A. Schneeman	Project	Infrastructure Improvements Phases 2.1 and 2.2
	69 N. Chadbourne Street		San Angelo Business and Industrial Park
	San Angelo, TX 76903	Location	San Angelo, TX

WE, THE UNDERSIGNED, PROPOSE TO FURNISH THE NECESSARY MATERIAL, EQUIPMENT, AND LABOR TO DO THE FOLLOWING MENTIONED WORK ON ABOVE PROJECT:

GATEWAY PHASE 2.2 - OPTION A - STAMPED CONCRETE ISLANDS

(Per drawing by PSC, Approximately 1,250 SY)

- > Excavate soil in islands and compact subgrade.
- > Install expansion joint material between curb and proposed stamped concrete.
- > Install stamped concrete (4,000 psi) median in existing curbed islands with reinforcement of #4 - 18" o.c.
- > Concrete to have integral color.
- > Price includes a 5' X 5' concrete sample.
- > Contractor will provide color chart and patterns for owner's selection.

Total Lump Sum Option A

\$222,300.00

GATEWAY PHASE 2.2 - OPTION B - LIGHT BROOM FINISH CONCRETE ISLANDS

(Per drawing by PSC, Approximately 1,250 SY)

- > Excavate soil in islands and compact subgrade.
- > Install expansion joint material between curb and proposed concrete median.
- > Install concrete (4,000 psi) median in existing curbed islands with reinforcement of #4 - 18" o.c.

Total Lump Sum Option B

\$130,800.00

GATEWAY PHASE 2.2 - OPTION C - LIGHT BROOM FINISH CONCRETE ISLANDS WITH RED CONCRETE

(Per drawing by PSC, Approximately 1,250 SY)

- > Excavate soil in islands and compact subgrade.
- > Install expansion joint material between curb and proposed concrete median.
- > Install concrete (4,000 psi) median in existing curbed islands with reinforcement of #4 - 18" o.c.
- Concrete to have red (Solomon Brand) integral color additive.

Total Lump Sum Option B

\$156,500.00

PLEASE SIGN AND RETURN 1 COPY

This Proposal may be withdrawn by us if not accepted within 30 days

Said amount is due and payable in San Angelo, Tom Green County, Texas. Full payment for work accomplished shall be due on receipt of invoice. A 1% per month carrying fee will added to past due accounts. 18% of amount due shall be added if suit is brought thereon.

Accepted _____

By _____

Date _____

Yours very truly,

REECE ALBERT, INC.

By _____

SKIP KLEMENT, ESTIMATOR



P.O. BOX 62030 SAN ANGELO, TEXAS 76906-2030 I (325) 653-1241 FAX (325) 653-6086



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Development Administrator, Planning and Development Services, 325-657-4210 Ext. 15

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider approving a purchase of Inspection Management Software in the amount of \$74,001.28 from Selectron Technologies, Inc. through GSA Contract # GS-35F-0315X and authorizing the City Manager to negotiate and execute all necessary documents (Jon James)

Summary/History:

This software will provide for an additional option for contractors, builders, and developers for inspection scheduling and receiving results of inspections. While the current method of calling in for inspections will still be available, this will provide a method that is simpler for both the customer and for City staff.

Functionality:

- Allows contractors/users to manage their inspection requests/results from a mobile device
- Schedule, reschedule and cancel inspection dates via an interactive text message conversation
- Get inspection results
- Leave a message for the contractor
- Provides both simple step-by-step menu-driven and "power user" entries

Financial Impact:

The total cost over 5 years, including initial setup, software maintenance, and SMS texting fees will total \$74,001.28. This 5 year cost will be covered by COVID-19 grant funds and will not require any General Fund expenditures.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------|--------------------------------|
| 1. | 2020 San Angelo STI LOU v2 | 2020 San Angelo STI LOU v2.pdf |
| 2. | W6040B_GSA | W6040B_GSA.pdf |

Presentation:

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Jon James	Approved
Nolan Sosa	Approved
Brandon Dyson	Approved
Tina Dierschke	Approved

Jon James
Theresa James
Julia Antilley

Approved
Approved
Final Approval

September 17, 2020

Aaron Vannoy
Assistant Director of Planning
City of San Angelo
52 W. College Ave.
San Angelo, TX 76903

Dear Mr. Vannoy,

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your solution.

As accepted by the City below, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect in the Master Services and Hosting Agreement. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 5 of this letter
- Master Services and Hosting Agreement date August 6, 2013

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Todd A. Johnston
President and CEO

Accepted By: _____

Daniel Valenzuela, City Manager
(City of San Angelo)

Date Accepted: _____

Additional Signatures Follow



Statement of Work

San Angelo, TX

Relay

Permits

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to San Angelo, TX (San Angelo or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	9/2/2020

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of San Angelo's CentralSquare NaviLine application database to provide the given data to Relay.

2.1. The Relay Platform

San Angelo's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for San Angelo. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

San Angelo's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - SelectTXT

2.2. Permits Pack

San Angelo will be configured with the Relay Permits Pack. The Permits Pack offers San Angelo's customers with a central point of access for permit information and services. Users will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Schedule/reschedule inspections
 - Cancel inspections
- Inspector Menu
 - Leave Message for contractor

All permit, inspection, and/or code information is made available through an API to the CentralSquare NaviLine application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3. **SelecTXT**

SelectTXT for inspection scheduling allows San Angelo contractors to manage their inspection requests and results from a mobile device. Users can schedule, reschedule, and cancel inspection dates via an interactive text message conversation, as well as view inspection results. SelectTXT provides both step-by-step, menu-driven and “power user” entries. Scheduling, rescheduling, and cancelling inspections requires a text message “conversation” back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user provides responses. A conversation consists of multiple text messages for each inspection request process.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other San Angelo components. These are described in the following sections.

3.1. **Application Database Interfaces**

It is anticipated that Selectron will be integrating with San Angelo’s CentralSquare NaviLine application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

4. Deployment Model

This implementation of Relay will be deployed in Selectron’s single-tenant Relay Managed Services environment. Relay Managed Services is a single-tenant hosted application, located in Selectron’s local hosting facility. Selectron’s hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

San Angelo’s solution is licensed for:

- 40,000 annual SMS text messages for SelecTXT (additional bundles may be purchased as needed)

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from

San Angelo will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides San Angelo administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

San Angelo administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- SelectTXT Activity Detail Report

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies’ responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer’s primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on expected message volume, APIs, etc.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer’s network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.2.1. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.3. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.4. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.5. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.6. Interface Upgrades

After service initiation, San Angelo's CentralSquare NavLine database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any San Angelo application database (or other application database software) may require professional services outside the scope of this service.

6.2. San Angelo, TX

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides San Angelo with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the message format design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.2.1. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

Once the channel design(s) have been approved, software development begins.

6.2.3. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to San Angelo's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.4. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database or network are modified. San Angelo is responsible for providing Selectron with appropriate application database network access as defined in the System Integration section.

6.2.5. Confirm Service Functionality

San Angelo, TX has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.6. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

Accepted By: _____
Julia Antilley, City Clerk
(Attest)

Date Accepted: _____

Accepted By: _____
Jon James, Director of Planning & Development Services
(Approved as to Content)

Date Accepted: _____

Accepted By: _____
Nolan A. Sosa, Purchasing Manager
(Approved as to Content/Purchasing)

Date Accepted: _____

Accepted By: _____
Brandon Dyson, Assistant City Attorney
(Approved as to Form)

Date Accepted: _____

Accepted By: _____
Charles Hagen, Risk Manager
(Approved as to Risk)

Date Accepted: _____

Scope of Work

Managed Service Permit ITR

40,000 Annual Messages

Selectron is pleased to provide the City of San Angelo, TX with pricing to create a new Interactive Text Response (ITR) solution, hosted and maintained by Selectron in our data center. Authorized users can access and manage the solution via the Portal. The ITR system will allow users to self-serve via an EnerGov-integrated platform. With 24x7 access, users will be able to schedule & reschedule inspections and leave a message for the inspector. Users can also text the system to learn of their inspection results.

Five Year Investment Roll-up – GSA Items

5 YEAR CONTRACT						
<i>Year over Year Pricing</i>	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Professional Services Setup	\$22,343.68	-	-	-	-	\$22,343.68
Professional Services Annual Fee	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$36,657.60
TOTAL	\$29,627.20	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$59,001.28

Five Year Investment Roll-up – NON-GSA Items

[illegible]

One-Time Setup Fee

SIN 54151S				
Part #	Description	Quantity	NET GSA Rate	EXT GSA Price
PS-WSSLS	Professional Services Platform Setup	128	\$ 174.56	\$ 22,343.68
SIN 54151S Sub-Total:			\$	22,343.68

Annual Fee

SIN 54151S				
Part #	Description	Quantity	NET GSA Rate	EXT GSA Price
PS-WSSLS	Professional Services Annual Platform Fee	42	\$ 174.56	\$ 7,331.52
SIN 54151S Sub-Total:			\$	7,331.52

YEAR 1 GSA TOTAL \$29,627.20

Additional Non-GSA Annual Fee

Description	Quantity	Rate	Total Price	
Annual Message Bundle – 40,000 SMS	1	\$ 3,000.00	\$	3,000.00
Non-GSA Sub-Total:			\$	3,000.00
YEAR 1 NON-GSA TOTAL				\$3,000.00

San Angelo, TX - GSA Contract – GS-35F-0315X

GSA Payment Terms

Year 1	Professional Services Platform Setup (SIN 54151S, PS-WSSLS 128 hours)	\$22,343.68
	Professional Services Annual Fee (SIN 54151S, PS-WSSLS 42 hours)	\$7,331.52
	YEAR 1 TOTAL	\$29,675.20
Year 1 Total – Payment Schedule Setup: 100% Invoiced at time of execution of contracts Annual: 100% Invoiced upon delivery of product for UAT		
Year 2	Professional Services Annual Fee (SIN 54151S, PS-WSSLS 42 hours)	\$7,331.52
	YEAR 2 TOTAL	\$7,331.52
Year 2 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 3	Professional Services Annual Fee (SIN 54151S, PS-WSSLS 42 hours)	\$7,331.52
	YEAR 3 TOTAL	\$7,331.52
Year 3 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 4	Professional Services Annual Fee (SIN 54151S, PS-WSSLS 42 hours)	\$7,331.52
	YEAR 4 TOTAL	\$7,331.52
Year 4 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 5	Professional Services Annual Fee (SIN 54151S, PS-WSSLS 42 hours)	\$7,331.52
	YEAR 5 TOTAL	\$7,331.52
Year 5 Total - Payment Schedule 100% Invoiced 45 days prior to next service year.		

Additional Non-GSA Payment Terms

Year 1-5	Annual Message Bundle – 40,000 SMS	\$3,000.00
	YEAR 1 TOTAL	\$3,000.00



Prepared for: San Angelo, TX
GSA CONTRACT # - GS-35F-0315X

September 2, 2020
Quote Valid for 90 Days

40,000 Annual Messages

Selectron is pleased to provide the City of San Angelo, TX with pricing to create a new Interactive Text Response (ITR) solution, hosted and maintained by Selectron in our data center. Authorized users can access and manage the solution via the Portal. The ITR system will allow users to self-serve via an EnerGov-integrated platform. With 24x7 access, users will be able to schedule & reschedule inspections and leave a message for the inspector. Users can also text the system to learn of their inspection results.

Five Year Investment Roll-up – GSA Items

5 YEAR CONTRACT						
<i>Year over Year Pricing</i>	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Professional Services Setup	\$22,343.68	-	-	-	-	\$22,343.68
Professional Services Annual Fee	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$36,657.60
TOTAL	\$29,627.20	\$7,331.52	\$7,331.52	\$7,331.52	\$7,331.52	\$59,001.28

Five Year Investment Roll-up – NON-GSA Items

[illegible]

One-Time Setup Fee

SIN 54151S					
Part #	Description	Quantity	NET GSA Rate		EXT GSA Price
PS-WSSLS	Professional Services Platform Setup	128	\$	174.56	\$ 22,343.68
SIN 54151S Sub-Total:				\$	22,343.68

Annual Fee

SIN 54151S					
Part #	Description	Quantity	NET GSA Rate		EXT GSA Price
PS-WSSLS	Professional Services Annual Platform Fee	42	\$	174.56	\$ 7,331.52
SIN 54151S Sub-Total:				\$	7,331.52

YEAR 1 GSA TOTAL \$29,627.20

Additional Non-GSA Annual Fee

Description	Quantity	Rate		Total Price	
Annual Message Bundle – 40,000 SMS	1	\$	3,000.00	\$	3,000.00
Non-GSA Sub-Total:				\$	3,000.00
YEAR 1 NON-GSA TOTAL				\$3,000.00	

San Angelo, TX - GSA Contract – GS-35F-0315X

GSA Payment Terms

Year 1	Professional Services Platform Setup (SIN 54151S, PS-WSSLs 128 hours)	\$22,343.68
	Professional Services Annual Fee (SIN 54151S, PS-WSSLs 42 hours)	\$7,331.52
	YEAR 1 TOTAL	\$29,675.20
Year 1 Total – Payment Schedule Setup: 100% Invoiced at time of execution of contracts Annual: 100% Invoiced upon delivery of product for UAT		
Year 2	Professional Services Annual Fee (SIN 54151S, PS-WSSLs 42 hours)	\$7,331.52
	YEAR 2 TOTAL	\$7,331.52
Year 2 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 3	Professional Services Annual Fee (SIN 54151S, PS-WSSLs 42 hours)	\$7,331.52
	YEAR 3 TOTAL	\$7,331.52
Year 3 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 4	Professional Services Annual Fee (SIN 54151S, PS-WSSLs 42 hours)	\$7,331.52
	YEAR 4 TOTAL	\$7,331.52
Year 4 Total – Payment Schedule 100% Invoiced 45 days prior to next service year.		
Year 5	Professional Services Annual Fee (SIN 54151S, PS-WSSLs 42 hours)	\$7,331.52
	YEAR 5 TOTAL	\$7,331.52
Year 5 Total - Payment Schedule 100% Invoiced 45 days prior to next service year.		

Additional Non-GSA Payment Terms

Year 1-5	Annual Message Bundle – 40,000 SMS	\$3,000.00
	YEAR 1 TOTAL	\$3,000.00
Payment Schedule Year 1: 100% Invoiced upon delivery of product for UAT Years 2-5: 100% Invoiced 45 days prior to next service year. If usage exceeds 40,000 SMS annually, 100% Invoiced 45 days prior to expected exhaustion of the bundle.		

SELECTRON MANAGED SERVICES SCOPE, ASSUMPTIONS & DETAIL

Channel/s: ITR

Functionality:

- Allows contractors/users to manage their inspection requests/results from a mobile device
- Schedule, Reschedule and Cancel inspection dates via an interactive text message conversation
- Get inspection results
- Leave a message for the contractor
- Provides both simple step-by-step menu-driven and “power user” entries

Scheduling, rescheduling and cancelling inspections requires a text message “conversation” back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user provides responses. A conversation consists of multiple text messages for each inspection request process.

Application Database Integration: NaviLine

Integration to NaviLine requires appropriate ports enabled within the San Angelo, TX network and VPN connectivity, as determined is necessary during the system implementation. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to NaviLine.

Payment Term Detail: Receipt of a Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system. Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions.

Taxes: Sales Tax or any other applicable taxes are NOT included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Required Items Not Included:

- Required application database interface (please contact NaviLine to purchase, if applicable)
- Application database interface components must be installed and tested prior to development

Vendor Information:

Selectron Technologies, Inc.
12323 SW 66th Avenue, Portland, OR 97223

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider accepting an annexation petition for 10.480 acres of land out of C. Berberich Survey No. 177, Abstract No. 52, City of San Angelo, Tom Green County, Texas, being part of a 25.361 acre tract, Official Public Records of Tom Green County, Texas; being a tract of land south of State Hwy Loop 306 adjacent to the city limits along Old Stone Way and west of Foster Rd., and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)

Summary/History:

This proposed annexation is for Section Two of the Old Stone Ranch development on Loop 306.

On September 21, 2020 staff informed the Planning Commission that the City has received the annexation petition for Section Two of Old Stone Ranch. In September of 2019 the Planning Commission approved the Preliminary Plat for Old Stone Ranch which included this second section that is the subject of the annexation petition.

On February 4, 2020 the City Council approved the annexation ordinance of Section One of the Old Stone Ranch and rezoning the area to Single Family Residence (RS-1). This same process will follow on Section Two.

Accepting this petition will set the public hearing date on the annexation and set the public hearing date of the first reading to consider the annexation ordinance.

Financial Impact:

There is no fiscal impact associated with accepting this petition for consideration. Staff will provide a proposed annexation service plan later in the annexation process, if the petition is accepted.

Other Information/Recommendation:

Approval of this annexation was a condition of the approval of the Old Stone Ranch Preliminary Plat.

Attachments:

- | | |
|------------------------------------|-------------------------------------|
| 1. Annexation petition_Page_1 | Annexation petition_Page_1.jpg |
| 2. Annexation petition_Page_2 | Annexation petition_Page_2.jpg |
| 3. Annexation exhibit - SKG_shrink | Annexation exhibit - SKG_shrink.jpg |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey

Created/Initiated

Hillary Bueker
Jon James
Brandon Dyson
Jon James
Theresa James
Julia Antilley

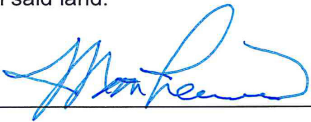
Approved
Approved
Approved
Approved
Approved
Final Approval

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition(s) your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, Texas, the property described in Exhibit "A", by metes and bounds and attached herein.

SAAF Holdings, LLC certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: 

Printed Name: Matt Lewis

Title: General Manager, SAAF Holdings LLC

Date: 8/26/19

THE STATE OF TEXAS

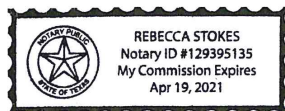
COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on 8-26-19 by person's name or entity.



Notary Public, State of Texas

My commission expires: April 19, 2021



FIELD NOTES

8.401 Acres

August 7, 2019
19-E-1160

Being an area of 8.401 acres of land out of C. Berberich Survey No. 177, Abstract No. 52, City of San Angelo, Tom Green County, Texas and said 8.401 acre tract also being out of that certain 25.361 acre tract described and recorded in Instrument No. 201616044, Official Public Records of Tom Green County, Texas and said 8.401 acre tract being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this tract at the intersection of the west line of said 25.361 acre tract and a southwest line of the City Limits of the City of San Angelo and from said beginning corner a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of said 25.361 acre tract bears N. 00° 06' 45" E. 539.29 feet;

Thence with the north or northeast line of this tract and a southwest line of said City Limits, S. 67° 52' 49" E. 564.72 feet to the northeast corner of this tract in the east line of said 25.361 acre tract;

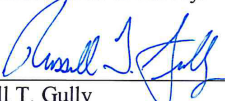
Thence with the east line of this tract and said 25.361 acre tract, S. 00° 06' 45" W. 593.13 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southeast corner of this tract;

Thence with the south line of this tract, N. 89° 53' 15" W. 523.57 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southwest corner of this tract in the west line of said 25.361 acre tract;

Thence with the west line of this tract and said 25.361 acre tract, N. 00° 06' 45" E. 804.75 feet to the place of beginning and containing an area of 8.401 acres of land.

Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

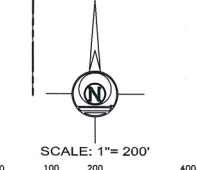
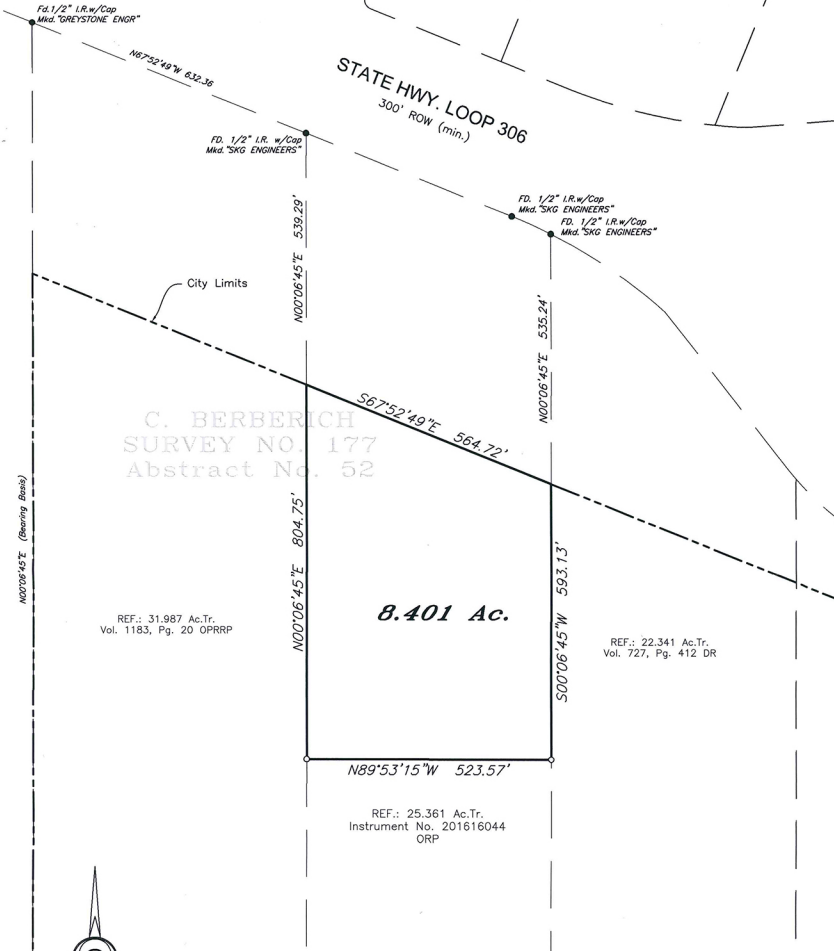
See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



SKG
ENGINEERING, LLC
 SURVEYING • ENVIRONMENTAL • LAB/CMT
 706 SOUTH ABE STREET PHONE: 325.655.1288
 SAN ANGELO, TEXAS 76903 FAX: 325.657.6189
 FIRM No.: 10102400
 www.skg.com



PLAT SHOWING A SURVEY OF 8.401 ACRES OUT
 OF C. BERBERICH SURVEY NO. 177, ABSTRACT
 NO. 52, TOM GREEN COUNTY, TEXAS.

Certification is hereby made that a survey was made on the ground under my
 supervision according to the minimum standards of the Professional Land Surveying
 Practices Act and the General Rules of Procedures and Practices set forth by the
 Texas Board of Professional Land Surveying.

Surveyed on the ground August 7, 2019.

Russell T. Gully
 RUSSELL T. GULLY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider accepting an annexation petition for 18.753 acres of the C. Berberich Survey No. 177, Abstract No. 52 and H. Zerbach Survey No. 178, Abstract No. 4210, Tom Green County, Texas, located east of Club House Ln. and Enclave Ct., and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)

Summary/History:

The City has received an annexation petition from Bentwood C.C. LLC. This petition is to annex 18.753 acres of property for single-family residential development immediately east of the City Limits and Enclave Court in the City's Extra-Territorial Jurisdiction (ETJ). The property is adjacent to previously approved phases of Bentwood Country Club Estates, Sections 32, 33, and 38.

The applicant has submitted concurrently a zoning request (Z20-15) to establish zoning of Single-Family Residential (RS-1) to allow new single-family home lots. They have also submitted an associated preliminary plat.

On September 21, 2020, staff informed the Planning Commission that this annexation petition had been submitted. No action is required by the Commission.

Accepting this petition will set the public hearing date on the annexation and set the public hearing date of the first reading to consider the annexation ordinance.

Financial Impact:

There is no fiscal impact associated with accepting this petition for consideration. Staff will provide a proposed annexation service plan later in the annexation process, if the petition is accepted.

Other Information/Recommendation:

Attachments:

- | | |
|------------------------|-------------------------|
| 1. Petition Annexation | Petition Annexation.pdf |
| 2. Survey | Survey.pdf |
| 3. aerial map | aerial map.jpg |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher

Created/Initiated

Hillary Bueker
Jon James
Brandon Dyson
Jon James
Theresa James
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Final Approval

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition(s) your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, Texas, the property described in Exhibit "A", by metes and bounds and attached herein.

Bentwood CC LLC certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Printed Name: Kevin Collins

Title: Managing Partner

Date: August 27, 2020

THE STATE OF TEXAS

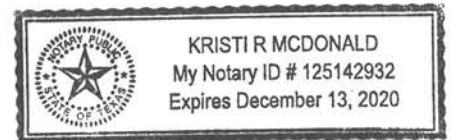
COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on August 27, 2020 by person's name or entity.

Kristi R. McDonald

Notary Public, State of Texas

My commission expires: Dec. 13, 2020



FIELD NOTES
PROPOSED ANNEXATION

18.753 Acres

August 18, 2020
20-E-0001_18.753

Being an area of 18.753 acres of land out of C. Berberich Survey No. 177, Abstract No. 52 and H. Zerbach Survey No. 178, Abstract No. 4210, Tom Green County, Texas and said 18.753 acre tract also being out of that certain 54.872 acre tract described and recorded in Instrument No. 201500372, Official Public Records of Tom Green County, Texas and said 18.753 acre tract being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of this tract and west southwest corner of said 54.872 acre tract and being in the east line of Block 106, Bentwood Country Club Estates, Section 32, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 169, Plat Records of Tom Green County, Texas;

Thence with the west line of this tract and said 54.872 acre tract and the east line of said Block 106, N. 00° 06' 54" E. at 190.00 feet pass the northeast corner of said Section 32 and the southeast corner of Bentwood Country Club Estates, Section 33, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 257, Plat Records of Tom Green County, Texas, in all a total distance of 936.15 feet to the northeast corner of said Section 33 and ell corner of this tract and being in the south line of Bentwood Country Club Estates, Section Thirty-Eight, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 383, Plat Records of Tom Green County, Texas;

Thence with the south line of said Section Thirty-Eight, N. 84° 32' 47" E. 7.07 feet to an ell corner of this tract and the southeast corner of said Section Thirty-Eight;

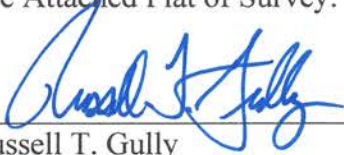
Thence with the northwest line of this tract and the southeast line of said Section Thirty-Eight, N. 23° 49' 29" E. 629.66 feet to an angle corner, N. 66° 53' 38" E. 611.04 feet to an angle corner, N. 81° 51' 20" E. 597.23 feet to the northeast corner of this tract in the easterly line of said 54.872 acre tract;

Thence with the east line of this tract and said 54.872 acre tract, S. 08° 08' 40" E. 253.48 feet to an angle corner, S. 18° 16' 24" W. 74.27 feet to the east southeast corner of this tract;

Thence with the southeast and east line of this tract as follows, S. 81° 51' 20" W. 456.96 feet to an ell corner, S. 08° 08' 40" E. 19.32 feet to an ell corner, S. 81° 51' 20" W. 140.14 feet to an angle corner, S. 66° 53' 38" W. 306.17 feet to an angle corner, S. 45° 21' 33" W. 110.61 feet to an angle corner, S. 23° 40' 02" W. 326.04 feet to an angle corner, S. 15° 46' 18" W. 102.53 feet to an angle corner, S. 00° 04' 28" W. 627.31 feet to an ell corner, S. 89° 55' 32" E. 9.44 feet to an ell corner, S. 00° 04' 28" W. 190.00 feet to the south southeast corner of this tract in a southerly line of said 54.872 acre tract;

Thence with the south line of this tract and said 54.872 acre tract, N. 89° 55' 32" W. 330.09 feet to the place of beginning and containing an area of 18.753 acres of land.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



20-E-0001

REF.: Future Bentwood
Country Club Estates
Section Fourty-Three
and Remainder of 70.870
Acre Tract (Parcel GC_07)
Instrument No. 622905,
OPR

18.753 Ac.

H. ZERBACH
SURVEY NO. 178
ABSTRACT NO. 4210

C. BERBERICH
SURVEY NO. 177
ABSTRACT NO. 52

Ref.:	Bentwood Country Club Estates Section 33, Block 107 Cabinet G, Slide 257
-------	--

Club House Lane

DF - Block 105, Section 32
Bentwood Country Club
- Estates
Cabinet G, Slide 169, PR -

REF.: Certain 211.67 Acre Tract
Thomas W. Nasworthy et ux
To Terrell C. Sheen
Instrument Number 607655

PROPOSED ANNEXATION
OF 18.753 ACRES

SKG

ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

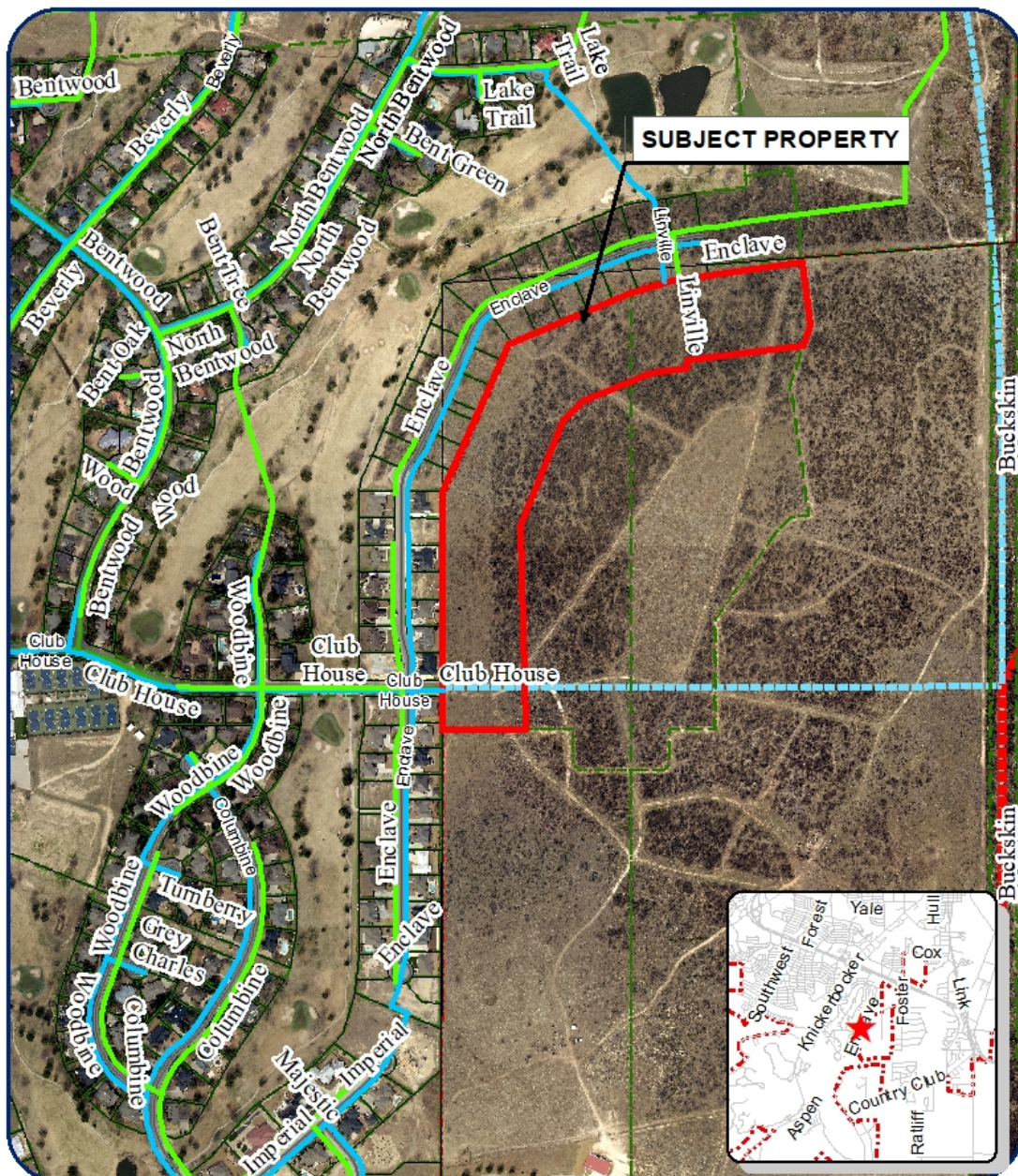
706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

Firm No. 10102400
www.skge.com

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

20-E-0001



Annexation

Bentwood C.C. LLC

Council District: N/A

Neighborhood: N/A

Scale: 1" approx. = 500 ft

18.753 acres east of Club House Lane and Enclave Court

Legend

Subject Properties: —
 Current Zoning: N/A
 Requested Zoning Change: RS-1
 Vision: Neighborhood



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shelly Paschal, Planner, Planning and Development Services, 325-657-4210

Meeting Date: October 6, 2020

Item type: Consent Item

Caption:

Consider accepting an annexation petition for 18.325 acres of land out of Abstract: 8108, Survey: 0008, A. Willeke, out of the west ½ of Survey 8, Tom Green County, Texas, generally located west of the intersection of Dominion Ridge and Coral Way, and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Jon James)

Summary/History:

The City has received an annexation petition from Sierra Vista Construction, Inc. This petition is to annex 18.325 acres of property for single-family residential development immediately west of the City Limits and Dominion Ridge in the City's Extra-Territorial Jurisdiction (ETJ). The property is adjacent to previously approved phases of Twin Oaks Addition, Section 31.

The applicant has submitted concurrently a zoning request (Z20-17) to zone the land Single-Family Residential (RS-1) to allow new single-family home lots. They have also submitted an associated preliminary plat which includes the annexed area.

Accepting this petition will set the public hearing date on the annexation and set the public hearing date of the first reading to consider the annexation ordinance.

Financial Impact:

There is no fiscal impact associated with accepting this petition for consideration. Staff will provide a proposed annexation service plan later in the annexation process, if the petition is accepted.

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Petition-Annexation Request | Petition-Annexation Request.pdf |
| 2. Annex 18.325 Ac. - Sec1 | Annex 18.325 Ac. - Sec1.pdf |
| 3. Field Notes-18.325Ac | Field Notes-18.325Ac.pdf |

Presentation:

Jon James

Approvals/Reviews:

Shelly Paschal
Hillary Bueker
Jon James

Created/Initiated
Approved
Approved

Brandon Dyson
Jon James
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition(s) your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, Texas, the property described in Exhibit "A", by metes and bounds and attached herein.

We, Sierra Vista Construction, Inc. certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: *Danny Aguero*
Printed Name: *Danny Aguero*
Title: *President* Date: *9-22-20*

THE STATE OF TEXAS

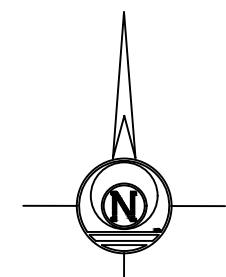
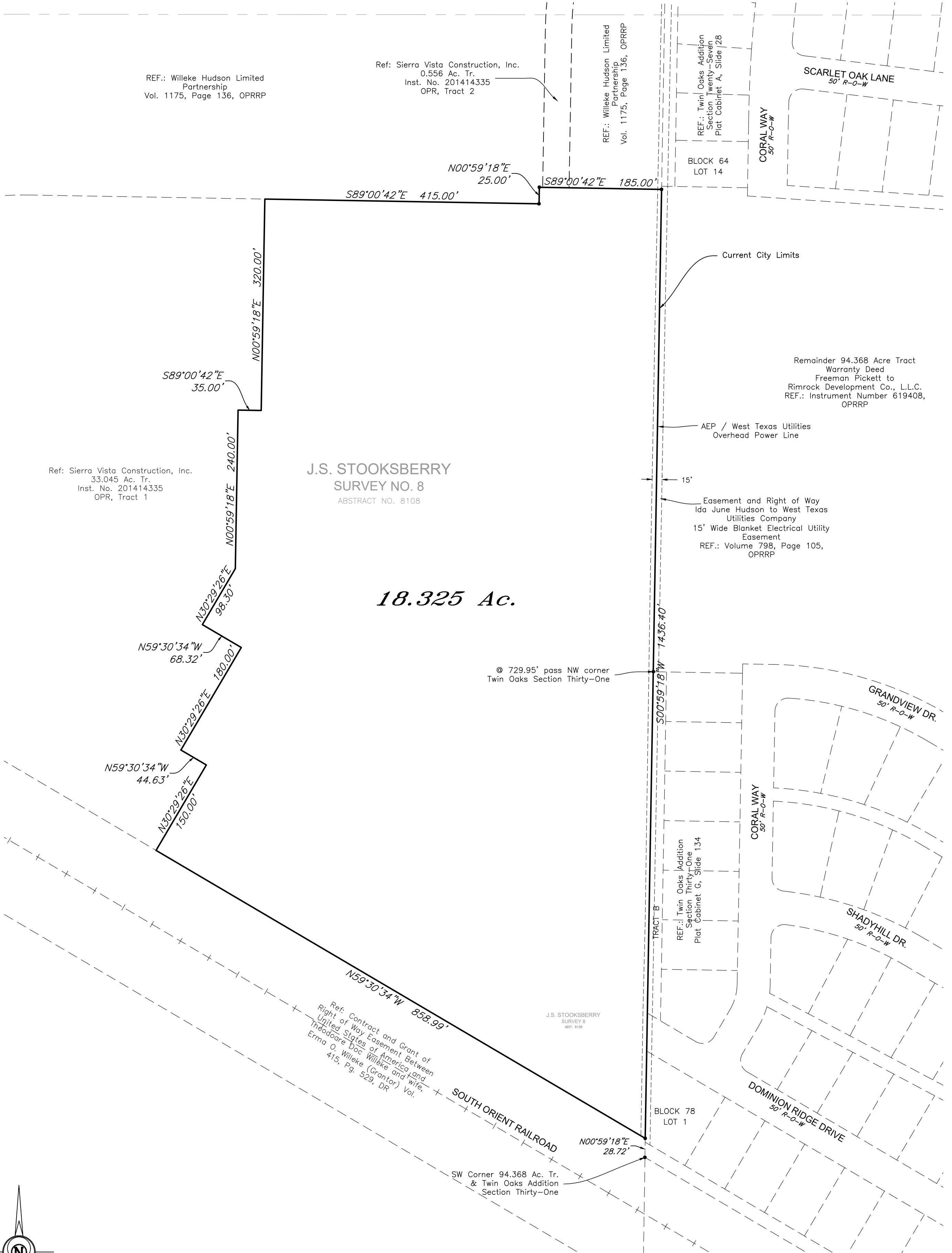
COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on *9.22.20* by person's name or entity.

Vikki R. White

Notary Public, State of Texas
My commission expires: *3.20.23*





SCALE: 1"= 100'
0 50 100 200
GRAPHIC SCALE : FEET

PROPOSED ANNEXATION
OF 18.325 ACRES

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
Firm No. 10102400
www.skg.com

PHONE: 325.655.1288
FAX: 325.657.8189

Preliminary, this document
shall not be recorded for any
purpose and shall not be used
or viewed or relied upon as a
final survey document.

FIELD NOTES

18.325 Acres (Proposed Annexation)

September 22, 2020
20-E-0028_18.325ac

Being an area of 18.325 acres of land out of and a part of the West One-Half (W/2) of Survey No. 8, Abstract No. 8108, J. S. Stooksberry, Original Grantee, Tom Green County, Texas and said 18.325 acre tract also being out of that certain 33.045 acre tract described and recorded in Instrument No. 201414335, Official Public Records of Tom Green County, Texas and said 18.325 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found for the southeast corner of this tract and said 33.045 acre tract in the west line of Twin Oaks Addition, Section Thirty-One as per plat recorded in Cabinet G, Slide 134, Plat Records of Tom Green County, Texas and said beginning corner also being the northeast corner of that certain 49.36 acre tract described in Contract and Grant of Right of Way Easement from the United States of America to Theodore Doc Willeke and wife, Erma O. Willeke which is recorded in Volume 415, Page 529, Deed Records of Tom Green County, Texas (hereinafter referred to as Railroad Tract) and said beginning corner being 28.72 feet N. 00° 59' 18" E. from the southwest corner of said Twin Oaks Addition, Section Thirty-One;

Thence with the south line of this tract and said 33.045 acre tract and the north line of said Railroad Tract, N. 59° 30' 34" W. 858.99 feet to the west or southwest corner of this tract;

Thence with the westerly line of this tract and across said 33.045 acre tract as follows, N. 30° 29' 26" E. 150.00 feet to an ell corner, N. 59° 30' 34" W. 44.63 feet to an ell corner, N. 30° 29' 26" E. 180.00 feet to an ell corner, N. 59° 30' 34" W. 68.32 feet to an ell corner, N. 30° 29' 26" E. 98.30 feet to an angle corner, N. 00° 59' 18" E. 240.00 feet to an ell corner, S. 89° 00' 42" E. 35.00 feet to an ell corner, N. 00° 59' 18" E. 320.00 feet to the northwest corner of this tract in the north line of said 33.045 acre tract;

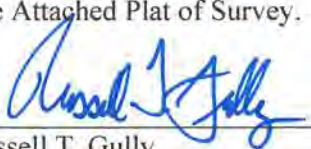
Thence with the north line of this tract and said 33.045 acre tract, S. 89° 00' 42" E. 415.00 feet to a ½" iron rod with cap found for an ell corner of this tract and said 33.045 acre tract;

Thence N. 00° 59' 18" E. 25.00 feet to a ½" iron rod with cap found for a north northwest corner of this tract and said 33.045 acre tract;

Thence with the most northerly line of this tract and said 33.045 acre tract, S. 89° 00' 42" E. 185.00 feet to a ½" iron rod with cap found for the northeast corner of this tract and said 33.045 acre tract and in the west line of a certain 94.368 acre tract described and recorded in Instrument No. 619408, Official Public Records of Real Property, Tom Green County, Texas;

Thence with the east line of this tract and said 33.045 acre tract and west line of said 94.368 acre tract and said Section Thirty-One, S. 00° 59' 18" W. at 729.25 feet pass the northwest corner of said Section Thirty-One, in all a total distance of 1436.40 feet to the place of beginning and containing an area of 18.325 acres of land.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC, Firm No. 10102400



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of Sales and Use Tax funds in an amount not to exceed \$362,500 to provide an Economic Development Incentive to Special Materials Company (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)

Summary/History:

SPECIAL MATERIALS COMPANY plans to invest \$3,000,000 at their existing facility that is located at 3820 Christoval Rd. for the purchase of a new building, improvements and upgrades to that building and the purchase of adjacent property that is necessary for expansion of its business in San Angelo.

They currently have 17 employees which they will retain, and anticipate hiring up to 5 new employees within the next 3 years.

The Resolution was approved unanimously (7-0) by the COSADC Board at their monthly meeting conducted on 9-23-20.

Financial Impact:

Proposed Incentives:

\$350,000 one time capital investment grant once the \$3,000,000 capital investment has been made.

\$2,500 per FTE created for up to 5 FTE's.

Total Proposed Incentives: \$362,500

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Special Materials Company (SMC) Resolution | Special Materials Company (SMC) Resolution.pdf |
|----|--|--|

Presentation:

Approvals/Reviews:

Shannon Scott
Guy Andrews
Theresa James

Created/Initiated
Approved
Approved

Nolan Sosa
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
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 \$362,500, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO SPECIAL MATERIALS COMPANY 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, SPECIAL MATERIALS COMPANY is a Delaware corporation authorized to conduct business in Texas and is located at 3820 Christoval Rd., San Angelo Texas (hereinafter referred to as Site), and is in the process of planning for expansion of its business; and,

WHEREAS, SPECIAL MATERIALS COMPANY proposes to retain at its Site in San Angelo seventeen (17) existing full time primary jobs, (Full Time Equivalents / FTE's) having an annual base pay including benefits of at least \$60,000, and create at least five (5) additional FTE's; and,

WHEREAS, SPECIAL MATERIALS COMPANY proposes to invest a minimum of \$3,000,000, within three years for the purchase of a building, improvements and upgrades to that building and the purchase of adjacent property that is necessary for expansion of its business at San Angelo; and,

WHEREAS, SPECIAL MATERIALS COMPANY has applied with COSADC under the Business Retention and Expansion Program (BREP) for an incentive to carry out the foregoing business expansion plans, and the Board has determined that incentivizing the business expansion plans will promote or develop expansion of a business enterprise that creates or retains primary jobs, a qualified development corporation Project authorized under Chapter 505 of the Texas Local Government Code; 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, on October 28, 2020, or at such other time as approved by the Board, 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:

Section 1. The foregoing recitals are found by the Board to be true and correct, and are adopted as part of this Resolution.

Section 2. The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds for a qualified economic development Project grant pursuant to the Development Corporation Act, Chapter 505 of the Texas Local Government Code (the "Act"), to incentivize the business expansion plan of SPECIAL MATERIALS COMPANY, a foreign for profit corporation authorized to conduct business in Texas, (hereinafter "SPECIAL MATERIALS COMPANY"), substantially as set forth herein, in an amount up to but not to exceed \$362,500; directing the Director of Economic Development to prepare an economic development performance agreement therefore with SPECIAL MATERIALS COMPANY in a form approved by the City Attorney in compliance with the Act for submission to the Board and subject to approval of City Council; and, recommending to City Council ratification of the Project.

ADOPTED THIS _____ DAY OF _____, 2020

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Todd Kolls, President

Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Shannon Scott, Business Retention &
Expansion Coordinator

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of Sales and Use Tax funds in an amount not to exceed \$150,000 to provide an Economic Development Incentive to BP Surface Solutions, LLC d/b/a Dorado Construction Group (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)

Summary/History:

DORADO CONSTRUCTION GROUP plans to invest \$2,700,000 for the purchase of a new building, and new furniture fixtures and equipment that is necessary for expansion of its business in San Angelo.

They currently have 93 employees which they will retain, and anticipate hiring up to 25 new employees within the next 3 years.

The Resolution was approved unanimously (7-0) by the COSADC Board at their monthly meeting conducted 9-23-20.

Financial Impact:

Proposed Incentives:

\$100,000 one time capital investment grant once the \$2,700,000 capital investment has been made.

\$2,000 per FTE created for up to 25 FTE's.

Total Proposed Incentives: \$150,000

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | 20-1096_COSADC_BP-DORADO_P_RESO | 20-1096_COSADC_BP-DORADO_P_RESO.pdf |
|----|---------------------------------|-------------------------------------|

Presentation:

Approvals/Reviews:

Shannon Scott
Guy Andrews
Theresa James
Nolan Sosa

Created/Initiated
Approved
Approved
Approved

Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
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 \$150,000, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO BP SURFACE SOLUTIONS, LLC d/b/a DORADO CONSTRUCTION GROUP 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, **BP SURFACE SOLUTIONS, LLC d/b/a DORADO CONSTRUCTION GROUP** (hereinafter “DORADO”) is a for profit corporation authorized to conduct business in Texas and is located at 4705 S. Chadbourne St., San Angelo Texas (hereinafter referred to as Site), and is in the process of planning for expansion of its business; and,

WHEREAS, DORADO proposes to retain at its Site in San Angelo ninety-three (93) existing full time primary jobs (Full Time Equivalents / FTE’s) having an annual base pay including benefits of at least \$60,000, and create at least twenty-five (25) additional FTE’s; and,

WHEREAS, DORADO proposes to invest a minimum of \$2,700,000, within three years for the purchase of a building and new furniture fixtures and equipment that is necessary for expansion of its business at San Angelo; and,

WHEREAS, DORADO has applied with COSADC under the Business Retention and Expansion Program (BREP) for an incentive to carry out the foregoing business expansion plans, and the Board has determined that the incentivizing the business expansion plans will promote or develop expansion of a business enterprise that creates or retains primary jobs, a qualified development corporation Project authorized under Chapter 505 of the Texas Local Government Code; 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, on October 28, 2020, or at such other time as approved by the Board, 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:

Section 1. The fore going recitals are found by the Board to be true and correct, and are adopted as part of this Resolution.

Section 2. The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds for a qualified economic development Project grant pursuant to the Development Corporation Act, Chapter 505 of the Texas Local Government Code (the "Act"), to incentivize the business expansion plan of **BP SURFACE SOLUTIONS, LLC d/b/a DORADO CONSTRUCTION GROUP**, a for profit corporation authorized to conduct business in Texas, (hereinafter "DORADO") pursuant to terms substantially as set forth in the foregoing recitals, in an amount not to exceed \$150,000; directing the Director of Economic Development to prepare an economic development performance agreement therefore with DORADO in a form approved by the City Attorney in compliance with the Act for submission to the Board and subject to approval of City Council; and, recommending to City Council ratification of the Project.

ADOPTED THIS _____ DAY OF _____, 2020

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Todd Kolls, President

Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Shannon Scott, Business Retention &
Expansion Coordinator

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 6, 2020

Item type: Regular Item

Caption:

Consider ratifying a real estate sales contract and economic and development performance agreement as approved in a resolution by the COSADC Board of Directors on August 12, 2020 and amended by City Council on August 18, 2020 in a motion to ratify the resolution approved by COSADC authorizing the negotiation and execution of a real estate contract with Wisener Holdings, LLC, doing business as South Plains Lamesa Railroad, and negotiation of a real estate development performance agreement for the developing, marketing, and operation of an industrial transloading facility with an amendment authorizing the board president to negotiate the real estate contract in conjunction with the Executive Director of the Development Corporation, the City Manager, the City Attorney, and the COSADC Attorney (Presentation made by Economic Director Guy Andrews)

Summary/History:

The COSADC Board of Directors authorized the attached resolution: 20-0971_COSADC_SPLRR_180-ACRE_SALES_RESO(2).

In ratifying the resolution, City Council modified it by the following motion:

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to ratify the resolution approved by COSADC authorizing the negotiation and execution of a real estate contract with Wisener Holdings, LLC, doing business as South Plains Lamesa Railroad, and negotiation of a real estate development performance agreement for the developing, marketing, and operation of an industrial transloading facility with an amendment authorizing the board president to negotiate the real estate contract in conjunction with the Executive Director of the Development Corporation, the City Manager or designee, the City Attorney, and the COSADC Attorney. The motion carried unanimously (7) ayes to (0) nays.

The real estate sales contract and development performance agreement were negotiated according to the City Council amendment.

Financial Impact:

None

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | 20-0971_COSADC_SPLRR_180-ACRE_SALES_K(3) | 20-0971_COSADC_SPLRR_180-ACRE_SALES_K(3).pdf |
| 2. | 20-0971_COSADC_SPLRR_DT_(1) | 20-0971_COSADC_SPLRR_DT_(1).pdf |
| 3. | 20-0971_COSADC_SPLRR_NOTE_9-17-20 | 20-0971_COSADC_SPLRR_NOTE_9-17-20.pdf |
| 4. | 20-0971_COSADC_WISENER_DEVELOP_AGREE_DR-9- | 20-0971_COSADC_WISENER_DEVELOP_AGREE_DR-9-10- |

10-20 20.pdf
5. 20-0971_COSADC_WISENER_SPLRR_SW_DRAFT3 20-0971_COSADC_WISENER_SPLRR_SW_DRAFT3.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

Real Estate Sales Contract

This Contract to buy and sell real property ("Contract") is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as Parties to this Contract and by Title Company (as hereinafter defined) to acknowledge receipt of the Earnest Money (as hereinafter defined). Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in Section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller(s): CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Address: 69 North Chadbourne, San Angelo, Tom Green County, Texas 76903

Phone: (325) 657-4407 Fax: (325) 481-2695

Type of entity: a Texas nonprofit economic development corporation organized pursuant to the Texas Development Corporation Act

Contact: Bob Schneeman, Economic Development Project Manager

Buyer: WISENER HOLDINGS, LLC [d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)]

Address: P.O. Box 64420
Lubbock, Lubbock County, Texas 79464

Street Address: 6803 59th Street
Lubbock, Lubbock County, Texas 79407

Type of entity: a Texas limited liability company, Delilah Wisener, Managing Member

Contact: Shadden Wisener
shad.wisener@splrr.com

Buyer's Broker: N/A

Property: The 180.542 acres out of J.C. Mathews/W.C.R.R. Co. Survey 178, Abstract 8071, and W.C.R.R. Co. Survey 177, Abstract 4031, located in Tom Green County, Texas, and described in **ATTACHMENT-1**, Schedule of Land, attached hereto and made a part of this agreement for all purposes.

Title Company: First Title Company

Address: 4 S Koenigheim, San Angelo, Texas 76903

Phone: (325) 653-1421 Fax: (325) 658-7796

Purchase Price: SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000)

Cash portion: \$ Ø.

Earnest Money: Ø

Surveyor: TBD

Survey Category: Buyer at Buyer's option and in Buyer's sole discretion may secure a new ALTA Survey at Buyer's expense, a copy of which shall be provided to Seller.

County for Performance: Tom Green County, Texas

A-1. Deadlines For Performance and Other Dates

All deadlines for performance required in this Contract expire at 5:00 p.m. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for performance of the terms of this Contract.

1. Earnest Money Deadline: Three (3) days after the Effective Date.
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: sixty days (60) days after Effective Date.
3. Delivery of Buyer's Survey: ten (10) days prior to expiration of the Inspection Period.
4. Delivery of Title Objections: Fourteen (14) days after delivery of Title Commitment, survey, and legible copies of instruments referenced in them.
5. Delivery of Seller's Cure Notice: Seven (7) days after delivery of Title Objections.
6. Buyer's notice of acceptance of Seller's Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections
7. Inspection Period: commences on the Effective Date and expires one hundred fifty (150) days after the Effective Date.
8. Closing Date shall be the earlier of: one hundred sixty (160) days after the Effective Date; or, upon thirty (30) days prior written notice from Buyer.

A-2 Extension of Inspection Period and Closing

Buyer and seller may elect to extend the Inspection Period and adjusted deadlines provided for herein accordingly only upon written agreement executed by both parties. Any such written extension agreement shall be provided to the Title Company.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. Special Warranty Deed with Vendor's Lien: (1)with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) subject to easements, rights-of-way, and prescriptive rights, whether

of record or not that are visible and apparent on or across the Property; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments by parties other than Grantor that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Buyer assumes

- b. IRS Non-foreign person affidavit.
 - c. Satisfactory evidence of Seller's authority to close this transaction.
 - d. Such other documents (including a closing statement) as may be reasonably required to close this transaction and to permit the Title Company to issue the Owner's Title Policy.
2. At closing, Buyer will deliver the following items:
- a. Promissory Note in the principal sum of the full purchase price;
 - b. Deed of Trust in a form approved by Seller, securing Promissory Note; and,
 - c. Evidence of Buyer's authority to close this transaction.
 - d. Economic Development Performance Agreement by and between the parties to be executed at closing.

The documents listed in this Section B are collectively known as the "Closing Documents."

C Attachment and Exhibits

The following are attached to and are a part of this Contract:

ATTACHMENT "1" Property Description entitled "Schedule of Land" (2 pages)

Exhibit A Representations;

Exhibit B Notices, Statements, and Certificates;

Exhibit C Seller's Records;

Exhibit D Economic Development Performance Project Agreement entered into by and between Seller and Buyer, which Agreement shall survive closing and termination of this Real Estate Sales Contract.

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein in, including the terms and conditions of the Promissory Note and Economic Development Performance Agreement given as consideration hereof, and the reservations and exceptions to conveyance in the Special Warranty Deed. Buyer agrees to purchase the Property for the Purchase Price and on the terms provided for herein, including the terms and conditions of the Promissory Note, Deed of Trust and Economic

Development Performance Agreement given as consideration hereof, and the reservations and exceptions to conveyance in the Special Warranty Deed.

E. Interest on Earnest Money: N/A

~~Title Company shall not be required to invest the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.~~

F. Survey

Buyer, at Buyer's expense, may commission a survey of the Property necessary to specifically identify the 180.542 acre parcel to be purchased. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates." Seller shall provide Buyer with a copy of the Survey of the Property obtained by Seller prior to the effective date of this Contract.

G. Title and Survey

1. *Review of Title.* Pursuant to the requirements of the Texas Real Estate License Act (Tex. Oc. Code Sec. 1101.555), Buyer is advised that Buyer should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an ALTA/ACSM on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a state licensed Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Buyer and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and legible copies of the instruments referenced in the Title Commitment by the deadline stated in Section A.2. Buyer shall deliver a copy of any survey commissioned by Buyer at the time of delivery of any title objections.

5. *Title Objections.* Buyer has until the deadline stated in Section A.4. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within the earlier of seven (7) days after: (a) the deadline for the giving of Seller's Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections, notify Seller that either this Contract is terminated (in which event the Earnest Money will be promptly returned to Buyer) or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule B-II of the Title Commitment, remove the liquidated

liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

H. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit C**, or otherwise make those records available for Buyer's review, by the deadline stated in Section A.

2. *Entry Onto the Property.* Seller agrees that Buyer and Buyer's employees, agents, representatives, contractors, architects, engineers and consultants shall have the right and license to enter upon the Property from the Effective Date of this Contract until the close of the Inspection Period (as such Inspection Period may be extended), for the sole purposes of: (a) conducting any tests, surveys, environmental studies, investigations or analyses as Buyer deems appropriate on the following conditions:

- a. In advance of entry upon the Property, Buyer and Buyer's agents, representatives, contractors, architects, engineers or consultants, as applicable, must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller and City of San Angelo Office of Risk Management;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. If the Property is physically altered because of Buyer's inspections, and Buyer fails to close the purchase of the Property, Buyer must return the Property to its pre-inspection condition promptly after the termination of this Contract (This provision shall survive termination of this Contract and closing);
- d. Buyer must deliver to Seller copies of all inspection reports, other than those subject to the attorney-client privilege or confidentiality requirements or reports containing economic analysis relating to the Property, that Buyer prepares or receives from third parties, consultants or contractors within the earlier of three (3) days after their receipt or preparation (this provision shall survive termination of this Contract and closing); and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller and provided in advance to Buyer.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **INDEMNITY. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, CAUSES-OF-ACTION, DEFICIENCIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY, "LOSSES") SUFFERED OR INCURRED BY SELLER SOLELY AS A RESULT OF THE ENTRY UPON THE PROPERTY BY BUYER OR BUYER'S EMPLOYEES, AGENTS OR CONTRACTORS, AS PERMITTED BY SELLER PURSUANT TO THE PROVISIONS OF THIS CONTRACT, EXCEPT THOSE LOSSES ARISING OUT OF THE ACTS**

OR OMISSIONS OF SELLER AND THOSE FOR THE REPAIR OR REMEDIATION OF EXISTING CONDITIONS DISCOVERED BY BUYER'S INSPECTION. THE OBLIGATIONS OF BUYER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS CONTRACT AND CLOSING.

5. *Brokerage Fees.* Subject to O.7. hereof, Buyer shall be responsible for all brokerage fees incurred by Buyer, if any, and shall hold Seller harmless from the payment thereof. This provision shall survive termination of this Contract and closing.

6. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason whatsoever, in its sole discretion, by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended) and thereafter neither party shall have any rights or liabilities under this Contract, except for those matters contained in this Contract that expressly survive the termination of this Contract, and provided that if Seller is not in default, \$**N/A** of the Earnest Money will be promptly transferred to Seller and the remaining balance of Earnest Money will be promptly returned to Buyer. If Buyer does not deliver notice to Seller of Buyer's termination of the Contract before the end of the Inspection Period (as such Inspection Period may be extended), Buyer waives the right to terminate this Contract pursuant to this provision.

7. *Buyer's Release of Seller.* Buyer hereby releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, except for any claims arising out of the gross negligence or willful misconduct of Seller or any person acting on Seller's behalf. The obligations of Buyer under this provision will survive termination of this Contract and closing.

I. Representations

The representations from Seller to Buyer set forth in **Exhibit A**, attached hereto and made a part hereof for all purposes, are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

J. Condition of the Property until Closing; Cooperation;

1. *Maintenance.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for the addition of fill in the sole discretion of Seller and reasonable wear and tear and casualty damage beyond Seller's control; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller with fifteen days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen days to respond). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this Contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract, and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of

the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (provided that the Closing Date will be extended as necessary to give Buyer fifteen days to respond). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation (excluding any award relating to adjoining or other property owned by Seller) will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken. The Purchase Price will be reduced by \$23,000 per acre for each full or partial acre taken by the condemning authority.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing, (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **DISCLAIMER OF WARRANTIES.** THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE CLOSING DOCUMENTS AND ANY WARRANTIES CONTAINED HEREIN, ARE DISCLAIMED.

BUYER ACKNOWLEDGES THAT ALL INFORMATION OBTAINED BY BUYER WAS OBTAINED FROM A VARIETY OF SOURCES, AND, EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS AND WARRANTIES AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED TO HAVE REPRESENTED OR WARRANTED THE COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE SUBMISSION DOCUMENTS OR OTHER SUCH INFORMATION HERETOFORE OR HEREAFTER FURNISHED TO BUYER. EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY OR COVENANT OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES. BUYER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR COVENANTS HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, AND THAT EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND SELLER'S CLOSING DOCUMENTS,

BUYER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. AS OF CLOSING, BUYER WILL HAVE BEEN GIVEN A SUFFICIENT OPPORTUNITY HEREIN TO CONDUCT AND WILL HAVE CONDUCTED SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE PROPERTY AND RELATED MATTERS AS BUYER DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER (EXCLUDING THE LIMITED MATTERS AS MAY BE REPRESENTED BY SELLER IN THIS AGREEMENT) NOR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER.

K. Termination: N/A

1. *Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to pay and deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer shall promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract or that expressly survive termination of this Contract.

L. Closing

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date; provided, however, the transaction may close by the exchange of documents via overnight courier, facsimile or email. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver to Seller a Promissory Note in the full principal sum of the Purchase Price, bearing 0% interest on principal and payable or dischargeable on its terms in full on December 31, 2027; a deed of trust on terms acceptable to Seller securing payment or discharge of the Promissory Note; and, the other amounts that Buyer is obligated to pay under this Contract, and Economic Development Performance Agreement agreeable to both Buyer and Seller, to Title Company in funds acceptable to Title Company. There is no Earnest Money to be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record

the Special Warranty Deed and the other Closing Documents directed to be recorded, and distribute executed documents and copies in accordance with the Parties' written instructions.

- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or true and correct copies of Seller's Records specified in **Exhibit C**.
- e. *Delivery of Executed Copies of Performance Agreement.* This Real Estate Sales Contract and closing are conditioned upon delivery to Buyer and Seller of fully executed copies of a written Economic Development Performance Agreement entered into by and between Buyer and Seller relating to planned development of the subject real property described in **ATTACHMENT 1**, authorized and approved by the governing bodies of each entity, the terms and conditions of which shall survive closing and termination of this Real Estate Sales Contract.
- f. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Contract, Permitted Exceptions existing at closing, any liens and security interests created at closing to secure financing for the Purchase Price, and .

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the Special Warranty Deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain certificates or reports of ad valorem taxes; and any costs expressly required to be paid by Seller in this Contract; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay: one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs of any endorsements or modifications of the Title Policy requested by Buyer; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and all prorations shall be final. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof entitled "Change of Use of Land", and Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes. The obligations of the parties pursuant to this subparagraph "*c Ad Valorem Taxes*", shall survive closing.

- d. *Post closing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* SUBJECT TO SECTION O.7. HEREOF, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECAUSE OF THIS TRANSACTION OR THIS CONTRACT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

3. *Issuance of Title Policy.* Seller will cooperate with the Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

M. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract and fails to cure such default after notice as herein provided, Buyer may elect to terminate this Contract by giving notice to Seller on or before the Closing Date and have that portion of the Earnest Money to which Buyer would be entitled under K. Termination 1.a. returned to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract and fails to cure such default after receiving notice as herein provided ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and have all of the Earnest Money including Option Consideration, if any, disbursed by Title Company to Seller. Seller may terminate this Agreement by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller.

3. *Liquidated Damages.* ~~N/A The Parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.~~

4. *Attorney's Fees.* If either party employs an attorney, including an attorney who is a regular employee of Buyer, to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by

Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the Parties.

4. *Assignment.* Except to an affiliate of Buyer, Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent. This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, including but not limited to the provisions of: Part H subpart 4.; Part J. subpart 6.; Part K.; Part L., 2., e.; and Part M. The legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree that venue for resolution of any contract dispute shall lie exclusively in the state courts in Tom Green County, Texas.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The terms of this Contract are the result of negotiation between the Parties. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Binding Effect.* This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

14. *Subject to Approval of COSADC Board and City Council.* The binding effect of this Contract on Seller is subject to approval of the COSADC Board and City Council for the City of San Angelo.

O. Additional Terms

1. Buyer and Seller warrant to each other that there are respectively no Buyer's broker or Seller's Broker commissions due arising out of this Real Estate Sales Contract. The obligations of the parties relating to this subparagraph numbered 7. Shall survive closing and termination of this agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the parties on the day and year indicated below each signature.

SELLER:
CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST:

Nora Nevarez, Secretary

Date: _____, 2020

BUYER: SOUTH PLAINS LAMESA RAIROAD, LTD,
(S.P.L.R.R.), 3 R RAIL ROAD REPAIR, INC.,
General Partner

By: _____
Shadden Wisener, President of 3 R Road Repair, Inc.,
General Partner of South Plains Lamesa Railroad, Ltd.

Date: _____, 2020

First Title Company acknowledges receipt of Earnest Money in the amount of \$25,000.00 and a copy of this Contract executed by both Buyer and Seller.

By: _____

Title: _____

Date: _____

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Guy Andrews, Economic Development
Director

Dan T. Saluri, Deputy City Attorney

ATTACHMENT 1

SCHEDULE OF LAND

A 180.452-acre tract of land, more or less, being 180.419 acres out of a 298.77-acre tract described as Tract IV in Special Gift Deed from Mary P. Schwerter, recorded in Instrument No. 344171, Official Public Records of Real Property, Tom Green County, Texas, and 0.033 acres out of a 150 acre tract described in a Special Warranty Gift Deed from Mary P. Schwerter, recorded in Instrument No. 364004, Official Public Records, Tom Green County, Texas, said 180.452 acre tract being all of that certain portion of said 298.77 acre tract lying east of a called 100 foot wide strip of land described as 13.08 acres in a deed from J.C. Mathews and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 378, Deed Records, Tom Green County, Texas, and all of that certain portion of said 160 acre tract lying east of a called 100 foot wide strip of land described as 0.46 acres in a deed from J.C. Clark and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 340, Deed Records, Tom Green County, Texas. This 180.452 acre tract consists of a 180.419-acre tract out of the southeast part of the J.C. Matthews Survey No. 178, Abstract No. 8071, Tom Green County, Texas, and 0.033 acres out of W.C.R.R. Co. Survey No. 177, Abstract No. 4031, Tom Green County, Texas and is more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the approximate centerline of East 50th Street, at the southeast corner of said Abstract No. 8071, at the southwest corner of S.R. Robertson Survey No. 178, Abstract No. 8474, in the north line of Washington County Rail Road Company Survey No. 179, Abstract No. 4032, at the southwest corner of a 316.879 acre tract described in Instrument No. 596999 Official Public Records of Real Property, Tom Green County, Texas, the southeast corner of said 298.77-acre tract, for the southeast corner of this herein described tract of land; whence a point at the northeast corner of a 339.21-acre tract described in Exhibit A-3, conveyed to 50's Group Properties, recorded in Instrument No. 509405, Official Public Records of Real Property, Tom Green County, Texas, bears North 89°31'56" West, 15.4 feet, and a 5/8" iron rod found at the northwest corner of a 131-acre tract of land conveyed to the City of San Angelo in Special Warranty Deed recorded in Volume 669, Page 562, Deed Records, Tom Green County, Texas bears South 32°43'21" West, 29.54 feet;

Thence North 89°39'14" West with the north line of said Abstract No. 4032, north line of said 339.21-acre Tract, south line of said 298.77-acre Tract south line of said Abstract 8071, with the approximate centerline of said East 50th Street, a distance of 2,616.20 feet to a mag nail found in asphalt at the northwest corner of said Abstract No. 4032, and the corner of said 339.21 acre tract, at the northeast corner of J.J. Minter Survey No. 180, Abstract No. 5915, and the corner of a 17.33 acre tract described in a deed to Todd Neff in Instrument No. 201508470, at the southwest corner of said Abstract No. 8071, at a southeast corner of said 0.33 acre tract for a point in the south line of this herein described tract of land, whence another mag nail found bears South 55°32'39" East, 1.91 feet;

Warranty Deed; Page 5 of 6

Page 1 of 2

Thence North 89°31'56" West along the south line of W.C. K.R. Co. Survey No. 177, Abstract No. 4031, south line of said 160 acre tract, north line of said Survey No. 180, Abstract No. 5915, north line of said 17.33 acre tract, a distance of 35.54 feet to a point at the southeast corner of said 0.46 acre tract, at the northeast corner of called 100 foot wide strip of land described as 11.68 acres from Jule Busch to Panhandle Gulf Ry Co., recorded in Volume 23, Page 379, Deed Records, Tarrant County, Texas, at the northwest corner of said 17.33 acre tract, the west corner of said 0.033 acre tract, for the southwest corner of this herein described tract of land, whence a PK nail found in the approximate centerline of said 50th street at the northwest corner of said Survey No. 180, Abstract No. 5915 bears North 89°31'56" West, 5281.13 feet,

Thence North 24°16'10" East with the southeast line of said 0.46 acre tract, at 88.23 feet passing a 1/2" iron rod found with red cap marked "Sudduth" at an eastern corner of said 0.46 acre tract, the north corner of said 0.033 acre tract and the southeast corner of said 13.08 acre tract and continuing with said 13.08 acre tract a total distance of 5,728.06 feet to a concrete right-of-way marker found in the south right-of-way line of F.M. Highway 2195, for a northwest corner of this herein described tract of land;

Thence South 89°57'33" East with the south line of said F.M. Highway 2105, along the north line of this herein described tract, a distance of 330.58 feet to a 1/2" iron rod found at the northwest corner of said 316.879-acre tract, for the northeast corner of this herein described tract of land; whence a concrete right-of-way marker found bears South 75°25'55" West, 2.82 feet;

Thence South 90°34'58" West with the west line of said 316.879-acre tract, east line of said 298.77-acre tract, west line of said Abstract No. 8474, east line of said Abstract No. 8071, passing at 5,212.35 feet a 1/2" iron rod found in the north right-of-way line of said East 50th Street, continuing a total distance of 5,237.94 feet to the Point of Beginning containing 180.452-acres of land, more or less, subject to all easements of record.

Page 2 of 2

Exhibit A

Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Litigation.* Seller has not received notice of litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.

2. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

3. *Municipal Setting Designation.* The Property is within a municipal setting designation established by municipal ordinance. City of San Angelo Code of Ordinances at Article 7.04 "Municipal Setting Designations".

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property. Furthermore, Seller represents:

- a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;
- b. that Seller is not on notice of any pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;
- c. that to Seller's information and belief the uses and operations conducted on the Property have not involved the treatment, storage, disposal, incineration or recycling of hazardous substances or solid wastes;
- d. that to Seller's information and belief hazardous substances or solid wastes have not been treated, stored, disposed of, incinerated or recycled at or on the Property;
- e. that to Seller's information and belief the Property has not been used for industrial or commercial operations involving hazardous substances or solid wastes;
- f. to Seller's information and belief that hazardous substances or solid wastes have not been spilled, disposed of, discharged or released on or in the Property;
- g. to Seller's information and belief that there are no aboveground or underground hazardous substance storage tanks on the Property;

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller

has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens (except for mechanic and materialman's liens for work done at request of Buyers in possession, if any) and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other lien against the Property other than work or materials to which Buyer has given its consent.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in **Exhibit B**, Seller makes no representation with respect to the Property.

[End of Exhibit A]

Exhibit B

Notices, Statements, and Certificates

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[End of Exhibit B]

Exhibit C

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Section A:

Governmental

Governmental licenses, certificates, permits, and approvals; ad valorem tax statements for the current year and the last 2 years; notices of appraised value for the current year and the last 2 years; records of regulatory proceedings or violations (for example, condemnation, environmental); notices from the governing municipality

Property

Soil reports

Environmental reports

Water rights conveyances

Engineering reports

Prior surveys

Site plans

Any title report or title insurance or insurance commitment in possession of Seller

Any easements or rights-of-way benefitting or burdening the Property

Floor maps

Geotechnical reports

Topographical contour maps

Aerial photographs

Tax parcel maps

Wetlands studies

Leases and service contracts in effect with respect to the Property

DEED OF TRUST,

Date: _____, 2020

GRANTOR: WISENER HOLDINGS, LLC, a Texas limited liability company
[d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)]

GRANTOR's Mailing Address / Street Address:

P.O. Box 64420
Lubbock, Lubbock County, Texas 79464

6803 59th Street
Lubbock, Lubbock County, Texas 79407

TRUSTEE: Guy Andrews

TRUSTEE's Mailing Address:

69 North Chadbourne Street
San Angelo, Texas 76903

BENEFICIARY: CITY OF SAN ANGELO DEVELOPMENT CORPORATION

BENEFICIARY'S Mailing Address:

69 North Chadbourne Street
San Angelo, Texas 76903

Note:

Date: _____, 2020

Amount: Six Hundred Thousand Dollars (\$600,000.00)

Maker: WISENER HOLDINGS, LLC [d/b/a SOUTH PLAINS
LAMESA RAIROAD, LTD (S.P.L.R.R.)]

Payee: CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Final Maturity Date: December 31, 2027

GRANTOR, for the purpose of securing the indebtedness herein described, and the further consideration of TEN DOLLARS (\$10.00) to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes, and trusts herein set forth has SOLD, GRANTED AND CONVEYED, and by these presents does SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and assigns, the following describe property:

Property (including any improvements now or hereafter placed upon the property):

180.542 acres out of J.C. Mathews/W.C.R.R. Co. Survey 178, Abstract 8071, and W.C.R.R. Co. Survey 177, Abstract 4031, located in Tom Green County, Texas, and described in **ATTACHMENT-1** "Schedule of Land", attached hereto and made a part hereof for all purposes. (referred to herein as the "Property")

TOGETHER WITH: all construction materials, electrical wiring, switches, equipment, pipes, plumbing fixtures, furnaces, heating and air conditioning equipment, air handling equipment, ducts, fixtures and furnishings now or hereafter attached to, installed in, or used in or about the Property; all building materials and equipment now on or hereafter placed upon the Property for construction or installation in or on the Property, all of which shall for all purposes be deemed attached to and a part of said real Property; all rents, revenues, profits and security deposits or royalties incidental thereto or arising there from, but not the leases; all proceeds of insurance policies relating to the Property or the improvements, equipment or materials thereon; all plans, specifications, surveys, contracts and other documents relating to the use or construction of the Property; and all permits and licenses obtained for the construction of improvements on the Property.

TO HAVE AND TO HOLD unto said TRUSTEE, his successors or assigns, forever, and said GRANTOR does hereby expressly bind itself, its successors, and assigns to warrant and forever defend the title to said premises unto said TRUSTEE, his successors and assigns, against all persons whomsoever claiming, or to claim, the same or any part thereof, and said GRANTOR does specially covenant with the said TRUSTEE that it is seized of said Property in fee simple and entitled to convey the same, and that said GRANTOR will make such further assurance of title as may be necessary fully to confirm to the TRUSTEE the title to said premises, provided that no bond shall be required of any such TRUSTEE.

Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this DEED OF TRUST and in the above described note, the terms of which are incorporated herein by reference thereto for all purposes, this DEED OF TRUST shall become null and void, and shall be released by BENEFICIARY at the expense of GRANTOR.

Grantor's Obligations

GRANTOR covenants and agrees :

1. to pay the principal and interest of the above described note in accordance with the terms thereof;
2. that GRANTOR hereby warrants that the above described Property, and each parcel thereof, are free from all liens and encumbrances except as herein provided, and that GRANTOR is lawfully seized of said property.
3. that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
4. to keep the Property in good repair and condition;

5. that in the event any portion of the described Property or improvements thereon are taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of BENEFICIARY, be applied on the above described indebtedness.
6. to pay all taxes and assessments on the Property when due;
7. to preserve the lien's priority as it is established in this Deed of Trust;
8. to maintain, in a form acceptable to BENEFICIARY, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless BENEFICIARY approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects BENEFICIARY with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as BENEFICIARY may reasonably require;
9. to comply at all times with the requirements of the 80% coinsurance clause;
10. to deliver the insurance policy to BENEFICIARY and deliver renewals to BENEFICIARY at least ten (10) days before policy expiration; and
11. to pay all debts and liabilities for labor, material and equipment incurred in the construction, maintenance, operation and development of the Property.

Beneficiary's Rights

GRANTOR agrees that BENEFICIARY shall have the following rights and that GRANTOR shall have the corresponding obligations:

1. BENEFICIARY may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of TRUSTEE.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, BENEFICIARY is subrogated to all of the rights and liens of the holders of any debt so paid.
3. BENEFICIARY may apply any proceeds received under the insurance policy either to reduce the obligation or to repair or replace damaged or destroyed improvements covered by the policy.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the Obligation or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If GRANTOR defaults on the Note or fails to perform any of GRANTOR'S obligations under the note or this Deed of Trust or if default occurs on a prior lien note or other instrument, and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may:
 - a. Declare the whole of the note secured by this Deed of Trust, including unpaid principal, earned interest and all sums and expenses expended by BENEFICIARY for and in behalf of GRANTOR as herein provided, immediately due and payable, and institute suit for the collection of same, and for foreclosure of this Deed of Trust lien.
 - b. Declare the whole of the note secured by this Deed of Trust, including unpaid principal, earned interest and all sums and expenses expended by BENEFICIARY for and in behalf of GRANTOR as herein provided, immediately due and payable; direct the Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and, BENEFICIARY shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
 - c. Perform or cause to be performed for and in behalf of GRANTOR any acts, conditions, obligations, and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorney's fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, or at such higher rate as may be provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above note and payable on demand.
7. In the event that a foreclosure hereunder should be commenced by the TRUSTEE, or his substitute or successor, BENEFICIARY may at any time before the sale of said property direct to said TRUSTEE to abandon the sale, and may then institute suit for the collection of said note and for the foreclosure of this Deed of Trust lien. It is further agreed that if BENEFICIARY should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the TRUSTEE, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.
8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

Deed of Trust /, WISENER HOLDINGS, LLC [d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)], Grantor, CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
Beneficiary.

TRUSTEE shall have the following rights and duties:

If requested by BENEFICIARY to foreclose this lien, TRUSTEE, or his successor or substitute, shall:

1. enforce this trust as herein provided and pursuant to law;
2. either personally or by agent give notice of any foreclosure sale as required by the Texas Property Code as then amended;
3. upon foreclosure sale, sell and convey all or part of the Property, "AS IS" to the highest bidder for cash with a general warranty binding GRANTOR, , subject to prior liens and to other exceptions to conveyance and warranty, and without representation or warranty, express or implied by Trustee;
4. from the proceeds of the foreclosure sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to TRUSTEE of five (5) percent of the bid;
 - b. to BENEFICIARY, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to GRANTOR; and
 - d. to GRANTOR, any remaining balance; and,
5. be indemnified, held harmless, and defended by BENEFICIARY against all costs, expenses, and liabilities incurred by TRUSTEE for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including reasonable attorney's fees, incurred by TRUSTEE in defense of any action or proceeding taken against Trustee in that capacity.

Such sale and conveyance by the TRUSTEE shall be conclusive against GRANTOR, its successors and assigns.

General Provisions

1. If any of the Property is sold under this Deed of Trust, GRANTOR shall immediately surrender possession to the purchaser. If GRANTOR fails to do so, GRANTOR shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any TRUSTEE'S deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

Deed of Trust /, WISENER HOLDINGS, LLC [d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)], Grantor, CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
Beneficiary.

6. If GRANTOR, its successors or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be omitted and involuntary proceedings instituted or threatened, or should the Property hereinabove described be taken over by a receiver for GRANTOR, its successors or assigns, the note hereinabove described shall, at the option of the BENEFICIARY, immediately become due and payable, and the acting TRUSTEE may, to the extent permitted by law, proceed to foreclose this lien under the provisions of this Deed of Trust.
7. Any conveyance of the above described Property by GRANTOR without the prior written consent of the BENEFICIARY shall, at the option of the BENEFICIARY, mature all obligations and indebtedness secured hereby, without necessity of presentment of the promissory note, notice or demand, other than written notice to the maker of the indebtedness and obligations secured hereby that BENEFICIARY has elected to, and has matured said indebtedness and obligations, and has declared same immediately due and payable; and, Beneficiary may invoke any other remedies provided in this deed of trust for default.
8. GRANTOR assigns to BENEFICIARY all sums payable to or received by GRANTOR from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, BENEFICIARY may release any remaining sums to GRANTOR or apply such sums to reduce the Note. BENEFICIARY shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
9. GRANTOR assigns to BENEFICIARY absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. GRANTOR warrants the validity and enforceability of the assignment. GRANTOR may as BENEFICIARY'S licensee collect rent and other income and receipts as long as GRANTOR is not in default under the Note or this Deed of Trust. GRANTOR will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, GRANTOR may retain the excess. If GRANTOR defaults in payment of the Note or performance of this Deed of Trust, BENEFICIARY may terminate GRANTOR'S license to collect and then as GRANTOR'S agent may rent the Property if it is vacant and collect all rent and other income and receipts. BENEFICIARY neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. BENEFICIARY may exercise BENEFICIARY'S rights and remedies under this paragraph without taking possession of the Property. BENEFICIARY shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising BENEFICIARY'S rights and remedies and then to GRANTOR'S obligations under the Note and this Deed of Trust in the order determined by BENEFICIARY. BENEFICIARY is not required to act under this paragraph, and acting under this paragraph does not waive any of BENEFICIARY'S other rights or remedies. If GRANTOR becomes a voluntary or involuntary bankrupt, BENEFICIARY'S filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

10. Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods or fixtures, THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING FROM THE DATE OF ITS FILING FOR RECORD IN THE REAL ESTATE RECORDS OF TOM GREEN COUNTY, TEXAS. The name of the record owner of said real estate is BLACKSHEAR PROPERTIES OF SAN ANGELO, LLC. Information concerning the security interest created by this instrument may be obtained from the BENEFICIARY, as secured party.
11. The collateral and liens herein described, and all other collateral and liens securing any portion of any debt owed to BENEFICIARY hereof by GRANTOR or any Guarantor, or other person obligated to pay any debt hereby secured, shall also secure the notes herein described and all other debts of all such persons to the BENEFICIARY hereof, regardless of when such collateral, liens, or debts arise, now, in the past, or in the future.
12. Any default upon any debt, security instrument, or agreement of any nature between GRANTOR and the BENEFICIARY or any Guarantor shall, at BENEFICIARY'S option, also be a default on all debts, security instruments, and agreements between GRANTOR and BENEFICIARY, or GRANTOR and any Guarantor.
13. GRANTOR represents, warrants, promises, agrees, and conclusively stipulates that under no circumstances shall TRUSTEE or BENEFICIARY owe any fiduciary duty to GRANTOR. If BENEFICIARY takes or fails to take any action hereunder, then BENEFICIARY may do so purely for BENEFICIARY'S own benefit, and not for the benefit of GRANTOR or as GRANTOR'S agent.
14. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
15. When the context requires, singular nouns and pronouns include the plural.
16. The term *Note* includes all sums secured by this Deed of Trust, and all extensions, modifications, and renewals of the Note.
17. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
18. If GRANTOR and Maker are not the same person, the term *GRANTOR* shall include Maker.
19. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL FIXTURES INCLUDED WITHIN THE PROPERTY AND SHALL ALSO BE EFFECTIVE AS A FINANCING STATEMENT COVERING ALL PERSONAL PROPERTY WHICH IS OWNED BY

GRANTOR IN CONNECTION WITH THE PROPERTY AND IS TO BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS OF TOM GREEN COUNTY, TEXAS. THE MAILING ADDRESS OF GRANTOR IS SET FORTH ON THE FIRST PAGE OF THIS DEED OF TRUST AND THE ADDRESS OF THE BENEFICIARY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED IS THE ADDRESS OF THE BENEFICIARY SET FORTH ON THE FIRST PAGE OF THIS DEED OF TRUST.

20. This Deed of Trust is a construction mortgage (as that term is defined in Section 9.102(a)55 of the Business and Commerce Code in effect in the State of Texas) and secures an obligation incurred for the construction of improvements on the Property including the cost of the acquisition of the Property. It is understood and agreed that all funds to be advanced upon the Note are to be used in the construction of certain improvements on the Property.
21. An extension or extensions may be made of the time of payment of all or any part of the indebtedness secured hereby, and that any part of the described Property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrance, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any extension of the time of payment, or the release of a portion of said Property from this lien.
22. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
23. If any provision of this deed of trust is determined to be invalid or unenforceable,
24. the validity or enforceability of any other provision will not be affected.

EXECUTED on the dates indicated below.

GRANTOR:

WISENER HOLDINGS, LLC

BY: _____

Deliah Wisener, Managing Member of Wisener Holdings, LLC

SOUTH PLAINS LAMESA RAIROAD, LTD

BY: _____

Shadden Wisener, President of 3 R Rail Road Repair, Inc,
General Partner of South Plains Lamesa Railroad, LTD

GRANTEE:

Deed of Trust /, WISENER HOLDINGS, LLC [d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)], Grantor, CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
Beneficiary.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST:

Nora Nevares, Secretary

(Acknowledgments on following page)

STATE OF TEXAS §
COUNTY OF _____ §

I the undersigned Notary Public, in and for the State of Texas do hereby certify that **DELILAH WISENER**, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged herself to be the Managing Member of **Wisener Holdings, LLC**, a Texas limited liability company, and that she, in such capacity, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing her name on behalf of said company.

GIVEN under my hand and seal this _____ day of _____, 2020.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

I the undersigned Notary Public, in and for the State of Texas do hereby certify that **SHADDEN WISENER**, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself to be the President of **3 R Rail Road Repair, Inc.**, General Partner of **South Plains Lamesa Rail Road, LTD**, a Texas limited partnership, in such capacity, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing her name on behalf of said company.

GIVEN under my hand and seal this _____ day of _____, 2020.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2020, by **TODD KOLLS**, as President of **CITY OF SAN ANGELO DEVELOPMENT CORPORATION**, a Texas non-profit corporation, on behalf of said corporation by authority of its board of directors.

Notary Public, State of Texas

Deed of Trust /, **WISENER HOLDINGS, LLC** [d/b/a **SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)**], Grantor, **CITY OF SAN ANGELO DEVELOPMENT CORPORATION**, Beneficiary.

ATTACHMENT 1

SCHEDULE OF LAND

A 180.452-acre tract of land, more or less, being 180.419 acres out of a 298.77-acre tract described as Tract IV in Special Gift Deed from Mary P. Schwerter, recorded in Instrument No. 344171, Official Public Records of Real Property, Tom Green County, Texas, and 0.033 acres out of a 150 acre tract described in a Special Warranty Gift Deed from Mary P. Schwerter, recorded in Instrument No. 364004, Official Public Records, Tom Green County, Texas, said 180.452 acre tract being all of that certain portion of said 298.77 acre tract lying east of a called 100 foot wide strip of land described as 13.08 acres in a deed from J.C. Mathews and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 378, Deed Records, Tom Green County, Texas, and all of that certain portion of said 160 acre tract lying east of a called 100 foot wide strip of land described as 0.46 acres in a deed from J.C. Clark and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 340, Deed Records, Tom Green County, Texas. This 180.452 acre tract consists of a 180.419-acre tract out of the southeast part of the J.C. Matthews Survey No. 178, Abstract No. 8071, Tom Green County, Texas, and 0.033 acres out of W.C.R.R. Co. Survey No. 177, Abstract No. 4031, Tom Green County, Texas and is more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the approximate centerline of East 50th Street, at the southeast corner of said Abstract No. 8071, at the southwest corner of S.R. Robertson Survey No. 178, Abstract No. 8474, in the north line of Washington County Rail Road Company Survey No. 179, Abstract No. 4032, at the southwest corner of a 316.879 acre tract described in Instrument No. 596999 Official Public Records of Real Property, Tom Green County, Texas, the southeast corner of said 298.77-acre tract, for the southeast corner of this herein described tract of land; whence a point at the northeast corner of a 339.21-acre tract described in Exhibit A-3, conveyed to 50's Group Properties, recorded in Instrument No. 509405, Official Public Records of Real Property, Tom Green County, Texas, bears North 89°31'56" West, 15.4 feet, and a 5/8" iron rod found at the northwest corner of a 131-acre tract of land conveyed to the City of San Angelo in Special Warranty Deed recorded in Volume 669, Page 562, Deed Records, Tom Green County, Texas bears South 32°43'21" West, 29.54 feet;

Thence North 89°39'14" West with the north line of said Abstract No. 4032, north line of said 339.21-acre Tract, south line of said 298.77-acre Tract south line of said Abstract 8071, with the approximate centerline of said East 50th Street, a distance of 2,616.20 feet to a mag nail found in asphalt at the northwest corner of said Abstract No. 4032, and the corner of said 339.21 acre tract, at the northeast corner of J.J. Minter Survey No. 180, Abstract No. 5915, and the corner of a 17.33 acre tract described in a deed to Todd Neff in Instrument No. 201508470, at the southwest corner of said Abstract No. 8071, at a southeast corner of said 0.33 acre tract for a point in the south line of this herein described tract of land, whence another mag nail found bears South 55°32'39" East, 1.91 feet;

Warranty Deed; Page 5 of 6

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Thence North 89°31'56" West along the south line of W.C. K.R. Co. Survey No. 177, Abstract No. 4031, south line of said 160 acre tract, north line of said Survey No. 180, Abstract No. 5915, north line of said 17.33 acre tract, a distance of 35.54 feet to a point at the southeast corner of said 0.46 acre tract, at the northeast corner of called 100 foot wide strip of land described as 11.68 acres from Jule Busch to Panhandle Gulf Ry Co., recorded in Volume 23, Page 379, Deed Records, Tarrant County, Texas, at the northwest corner of said 17.33 acre tract, the west corner of said 0.033 acre tract, for the southwest corner of this herein described tract of land, whence a PK nail found in the approximate centerline of said 50th street at the northwest corner of said Survey No. 180, Abstract No. 5915 bears North 89°31'56" West, 5281.13 feet,

Thence North 24°16'10" East with the southeast line of said 0.46 acre tract, at 88.23 feet passing a 1/2" iron rod found with red cap marked "Sudduth" at an eastern corner of said 0.46 acre tract, the north corner of said 0.033 acre tract and the southeast corner of said 13.08 acre tract and continuing with said 13.08 acre tract a total distance of 5,728.06 feet to a concrete right-of-way marker found in the south right-of-way line of F.M. Highway 2195, for a northwest corner of this herein described tract of land;

Thence South 89°57'33" East with the south line of said F.M. Highway 2105, along the north line of this herein described tract, a distance of 330.58 feet to a 1/2" iron rod found at the northwest corner of said 316.879-acre tract, for the northeast corner of this herein described tract of land; whence a concrete right-of-way marker found bears South 75°25'55" West, 2.82 feet;

Thence South 90°34'58" West with the west line of said 316.879-acre tract, east line of said 298.77-acre tract, west line of said Abstract No. 8474, east line of said Abstract No. 8071, passing at 5,212.35 feet a 1/2" iron rod found in the north right-of-way line of said East 50th Street, continuing a total distance of 5,237.94 feet to the Point of Beginning containing 180.452-acres of land, more or less, subject to all easements of record.

Page 2 of 2

REAL ESTATE LIEN DEFERRED PAYMENT NOTE

Date: _____, 2020

Borrower/Maker: WISENER HOLDINGS, LLC, a Texas limited liability company, owner of and doing business as SOUTH PLAINS LAMESA RAIROAD, LTD

Borrower's Mailing Address (including county): P.O. Box 64420
Lubbock, Lubbock County
Texas 79464

Lender/Payee: CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Place for Payment (including county): City of San Angelo Development Corporation
Attention: Director of Economic Development
69 N. Chadbourne
San Angelo, Tom Green County, Texas,
or any other place that Lender may
designate in writing

Principal Amount: SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000)

Annual Interest Rate: 0%

Payment Schedule:

- (a) The first installment payment shall be in the sum of \$100,000, due and payable on December 31, 2021. The first installment payment on the Note shall be forgiven upon written request of Borrower and Borrower's written certification that as of December 31, 2021, Borrower has completed performance of all of Borrower's obligations under that certain REAL ESTATE DEVELOPMENT PERFORMANCE AGREEMENT (hereinafter "EDA") by and between Lender and Borrower effective contemporaneously with this Note, and Lender's acceptance thereof pursuant to the EDA.
- (b) The second installment payment on the Note shall be in the sum of \$100,000, due and payable on December 31, 2023. Said second installment payment due on the Note shall be forgiven upon written request of Borrower and Borrower's written certification that as of December 31, 2023, Borrower has completed performance of all of Borrower's obligations under the EDA, and Lender's acceptance thereof pursuant to the EDA
- (c) The third installment payment on the Note shall be in the sum of the entire Principal Balance of this Note unpaid or unforgiven, and all other amounts outstanding under this Note, due and payable on December 31, 2027. Said third installment payment due on the Note shall be forgiven upon written request of Borrower and Borrower's written certification that as of December 31, 2027, Borrower has completed performance of all of Borrower's obligations under the EDA, and Lender's acceptance thereof pursuant to the EDA

Maturity Date: The final Maturity Date of this Note shall be December 31, 2027, on which the entire Principal balance of this Note and all other amounts outstanding under this Note, then unpaid shall be finally due and payable.

FOR VALUE RECEIVED, the undersigned Borrower hereby promise to pay to Lender, City of San Angelo Development Corporation, or any other Holder of this Note, at the place herein provided, in lawful money of the United States, at 0% interest on the unpaid Principal, in three installments as herein provided, the first installment being due and payable on December 31, 2021, the second installment being due and payable on December 31, 2023, and the third installment being due and payable on December 31, 2027, the Maturity Date of this Note.

Collateral Economic Development Agreement:

The vendor's loan evidenced by this Note relates to conveyance of the herein described Property from Lender as Grantor under Special Warranty Deed with Vendor's Lien to Borrower, WEISNER HOLDINGS, LLC, as Grantee. The loan is being made by Lender in consideration of Borrower's agreement to enter into that certain Economic Development Performance Agreement ("EDA") with Lender, of even date herewith, by which Borrower agrees to develop the Property as an operational rail transloading facility open to the public. Accordingly the amount of any installment due and payable on the Note shall be satisfied by Borrower's performance of Borrower's property development obligations to the extent required to have been performed at the time the installment payment is due under this Note and conditional upon Borrower not then being in default of any substantial performance obligation of Borrower as Developer under the EDA.

Security for Payment:

This Note is secured by a Deed of Trust of even date herewith from Borrower to GUY ANDERSON, Director of Economic Development for the City of San Angelo, Texas, Trustee, which covers the following described real property:

180.452 acres of land out of the northwest part of Washington County Railroad Company Survey No. 178, Abstract No. 8071, Tom Green County Texas, and also being out of an a part of those certain lands described in Special Gift Deed from Mary P. Schwertner recorded in Volume 284, Page 733, Official Public Records of Real Property, Tom Green County, Texas, said 180.452 acres of land being more particularly described by metes and bounds on **Attachment 1**, attached hereto (the "Property").

Additional Terms:

1. It is hereby expressly agreed that if Borrower is in default on an installment payment due on the Note, then the unpaid and unforfeited portion of the said principal sum evidenced by this Note and any all other amounts outstanding on this Note, shall become due and payable at the option of Payee when such default continues uncured for a period of thirty (30) calendar days after notice to Borrower.
2. **Prepayment Penalty.** This Note is given in combination with the EDA and Borrower's commitment to develop the real property described herein as a rail transloading facility open to the public. Borrower may not prepay this Note, in whole or in part, at any time, without incurring the following penalty. Neither tender nor acceptance of any prepayment amount shall discharge Borrower from Borrower's performance obligations as Developer under the EDA. The EDA shall

survive prepayment of this Note through February 7, 2028. The reasonable estimated costs to Lender of securing any necessary substituted performance services up to but not exceeding the Principal of this Note shall constitute a prepayment penalty under this Note.

3. This Note shall be construed and interpreted in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas and may not be orally modified, discharged or terminated, nor may any of the provisions hereof be waived orally. The parties agree that exclusive venue for resolution of any dispute under this note or collateral agreement shall be at Tom Green County, Texas.
4. All notices and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered, if mailed (by certified or registered mail, return receipt requested) or if sent by nationally-recognized overnight mail or courier service, to the party concerned at its address set forth in the provision for notice of the EDA or at such other address as a party may specify by notice to the other.
5. If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this Note, and the default continues after Lender gives Borrower notice of the default and the time within which it must be cured, as may be required by law or written agreement, then Lender may declare the principal balance and any other amounts then owed on the Note, including prepayment penalty, immediately due and payable. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
6. If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be six percent (6%) of all amounts due unless either party pleads otherwise
7. Interest, if any, on the debt evidenced by this Note will not exceed the maximum rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be cancelled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount, or if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt
8. Each Borrower named herein is responsible for all obligations represented by this Note.
9. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law
10. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

11. When the context requires, singular nouns and pronouns include the plural.

BORROWER/MAKER:

WISENER HOLDINGS, LLC, d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD

Deliah Wisener, Managing Member of Wisener Holdings, LLC

SOUTH PLAINS LAMESA RAIROAD, LTD

BY: _____
Shadden Wisener, President of 3 R Rail Road Repair, Inc,
General Partner of South Plains Lamesa Railroad, LTD

STATE OF TEXAS §
COUNTY OF _____ §

I the undersigned Notary Public, in and for the State of Texas do hereby certify that **DELILAH WISENER**, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged herself to be the Managing Member of **Wisener Holdings, LLC**, a Texas limited liability company, and that she, in such capacity, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing her name on behalf of said company.

GIVEN under my hand and seal this _____ day of _____, 2020.

Notary Public, State of Texas
STATE OF TEXAS §
COUNTY OF _____ §

I the undersigned Notary Public, in and for the State of Texas do hereby certify that **SHADDEN WISENER**, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself to be the President of **3 R Rail Road Repair, Inc.**, General Partner of **South Plains Lamesa Rail Road, LTD**, a Texas limited partnership, in such capacity, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing her name on behalf of said company.

GIVEN under my hand and seal this _____ day of _____, 2020.

Notary Public, State of Texas

ATTACHMENT 1

SCHEDULE OF LAND

A 180.452-acre tract of land, more or less, being 180.419 acres out of a 298.77-acre tract described as Tract IV in Special Gift Deed from Mary P. Schwerter, recorded in Instrument No. 344171, Official Public Records of Real Property, Tom Green County, Texas, and 0.033 acres out of a 150 acre tract described in a Special Warranty Gift Deed from Mary P. Schwerter, recorded in Instrument No. 364004, Official Public Records, Tom Green County, Texas, said 180.452 acre tract being all of that certain portion of said 298.77 acre tract lying east of a called 100 foot wide strip of land described as 13.08 acres in a deed from J.C. Mathews and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 378, Deed Records, Tom Green County, Texas, and all of that certain portion of said 160 acre tract lying east of a called 100 foot wide strip of land described as 0.46 acres in a deed from J.C. Clark and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 340, Deed Records, Tom Green County, Texas. This 180.452 acre tract consists of a 180.419-acre tract out of the southeast part of the J.C. Matthews Survey No. 178, Abstract No. 8071, Tom Green County, Texas, and 0.033 acres out of W.C.R.R. Co. Survey No. 177, Abstract No. 4031, Tom Green County, Texas and is more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the approximate centerline of East 50th Street, at the southeast corner of said Abstract No. 8071, at the southwest corner of S.R. Robertson Survey No. 178, Abstract No. 8474, in the north line of Washington County Rail Road Company Survey No. 179, Abstract No. 4032, at the southwest corner of a 316.879 acre tract described in Instrument No. 596999 Official Public Records of Real Property, Tom Green County, Texas, the southeast corner of said 298.77-acre tract, for the southeast corner of this herein described tract of land; whence a point at the northeast corner of a 339.21-acre tract described in Exhibit A-3, conveyed to 50's Group Properties, recorded in Instrument No. 509405, Official Public Records of Real Property, Tom Green County, Texas, bears North 89°31'56" West, 15.4 feet, and a 5/8" iron rod found at the northwest corner of a 131-acre tract of land conveyed to the City of San Angelo in Special Warranty Deed recorded in Volume 669, Page 562, Deed Records, Tom Green County, Texas bears South 32°43'21" West, 29.54 feet;

Thence North 89°39'14" West with the north line of said Abstract No. 4032, north line of said 339.21-acre Tract, south line of said 298.77-acre Tract south line of said Abstract 8071, with the approximate centerline of said East 50th Street, a distance of 2,616.20 feet to a mag nail found in asphalt at the northwest corner of said Abstract No. 4032, and the corner of said 339.21 acre tract, at the northeast corner of J.J. Minter Survey No. 180, Abstract No. 5915, and the corner of a 17.33 acre tract described in a deed to Todd Neff in Instrument No. 201508470, at the southwest corner of said Abstract No. 8071, at a southeast corner of said 0.33 acre tract for a point in the south line of this herein described tract of land, whence another mag nail found bears South 55°32'39" East, 1.91 feet;

Warranty Deed; Page 5 of 6

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Thence North 89°31'56" West along the south line of W.C. K.R. Co. Survey No. 177, Abstract No. 4031, south line of said 160 acre tract, north line of said Survey No. 180, Abstract No. 5915, north line of said 17.33 acre tract, a distance of 35.54 feet to a point at the southeast corner of said 0.46 acre tract, at the northeast corner of called 100 foot wide strip of land described as 11.68 acres from Jule Busch to Panhandle Gulf Ry Co., recorded in Volume 23, Page 379, Deed Records, Tarrant County, Texas, at the northwest corner of said 17.33 acre tract, the west corner of said 0.033 acre tract, for the southwest corner of this herein described tract of land, whence a PK nail found in the approximate centerline of said 50th street at the northwest corner of said Survey No. 180, Abstract No. 5915 bears North 89°31'56" West, 5281.13 feet,

Thence North 24°16'10" East with the southeast line of said 0.46 acre tract, at 88.23 feet passing a 1/2" iron rod found with red cap marked "Sudduth" at an eastern corner of said 0.46 acre tract, the north corner of said 0.033 acre tract and the southeast corner of said 13.08 acre tract and continuing with said 13.08 acre tract a total distance of 5,728.06 feet to a concrete right-of-way marker found in the south right-of-way line of F.M. Highway 2195, for a northwest corner of this herein described tract of land;

Thence South 89°57'33" East with the south line of said F.M. Highway 2105, along the north line of this herein described tract, a distance of 330.58 feet to a 1/2" iron rod found at the northwest corner of said 316.879-acre tract, for the northeast corner of this herein described tract of land; whence a concrete right-of-way marker found bears South 75°25'55" West, 2.82 feet;

Thence South 90°34'58" West with the west line of said 316.879-acre tract, east line of said 298.77-acre tract, west line of said Abstract No. 8474, east line of said Abstract No. 8071, passing at 5,212.35 feet a 1/2" iron rod found in the north right-of-way line of said East 50th Street, continuing a total distance of 5,237.94 feet to the Point of Beginning containing 180.452-acres of land, more or less, subject to all easements of record.

Page 2 of 2

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN
CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND WISENER HOLDINGS,
LLC, d/b/a SOUTH PLAINS LAMESA RAILROAD, LTD.**

This Agreement is entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a State of Texas non-profit Type B development corporation (“COSADC”) and WISENER HOLDINGS, LLC, owner of and doing business as SOUTH PLAINS LAMESA RAILROAD, LTD. (“DEVELOPER”), in combination with a Real Estate Sales Contract by and between COSADC, Seller, and DEVELOPER, Buyer, of even date herewith. .

**I.
CONDITIONS PRECEDENT TO EFFECTIVE DATE OR TERMINATION**

The following conditions precedent must take place prior to this Agreement becoming effective. The “**Effective Date**” shall be the earlier of the date of the last of the following to occur. This Agreement shall automatically terminate without notice should an Effective Date not be achieved on or before , 2020.

1. The governing bodies of each of the parties authorize the negotiation and execution of a sales contract of the Rail Port Property (herein described) in combination with this Real Estate Development Performance Agreement (hereinafter “EDA”) for the development marketing and operation of the Rail Port Property as a rail transloading facility open to the public, a Project authorized by the Texas Development Corporation Act for infrastructure necessary to promote or develop new or expanded business enterprises; and, that the Board resolution authorizing the Sales Contract be approved by City Council for the City of San Angelo on behalf of COSADC.
2. The governing bodies of each of the parties adopt a resolution authorizing negotiation and execution of a Real Estate Development Performance Agreement (“EDA”) in combination with the authorized Real Estate Sales Contract for the development marketing and operation of the Rail Port Property as a rail transloading facility open to the public, a Project authorized by the Texas Development Corporation Act for infrastructure necessary to promote or develop new or expanded business enterprises, and that the Board resolution authorizing the EDA be approved by City Council for the City of San Angelo on behalf of COSADC.
3. At least sixty (60) days prior to COSADC undertaking the Project a public notice of the specific Project shall be published by COSADC and at least one public hearing shall be held by COSADC prior to COSADC 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.

II. RECITALS:

A. COSADC is a non-profit Type B development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), and by law is a constituted authority for the purpose of financing one or more Projects as defined under the Texas Development Corporation Act. Permitted projects include expenditures that are found by the COSADC Board for infrastructure, including rail spurs, necessary to promote or develop new or expanded business enterprises. .

B. the COSADC Board at its meeting on July 24th, 2019, approved the purchase of a vacant tract of land suitable for industrial development as a railroad transloading facility, being 180.452 acres out of J C Matthews Abstract 8071, Survey 0178, and W.C.R.R. Co Survey 177, Abstract 4031, a portion of Tax Lot ID #61-08071-0711-000-00, generally located adjacent to the south right-of-way of FM 2105, 1.5 miles west of Hwy 277 (hereinafter “Rail Port Property” or “Property”); said acquisition being completed on December 30, 2019, upon delivery and recordation of a Statutory Warranty Deed, Instrument No. 201915780, Official Public Records of Tom Green County, Texas.

C. The western boundary line of the Rail Port Property is adjacent to a TxDOT Railroad Right-of-Way (Texas Pacifico Transportation Limited line).

D. WISENER HOLDINGS, LLC, is a Texas limited liability company; is owner of South Plains Lamesa Railroad, Ltd. (S.P.L.R.R.); and, has significant experience in the development and operation of a rail transloading facility. In 1993, S.P.L.R.R. established and has since operated a commercial rail transloading facility at Slaton, Texas, for general public use, including adjacent industrial sites, providing the South Plains with a wide variety of rail services and load volume capacities.

E. S.P.L.R.R. desires to expand its rail services into Southcentral Texas at San Angelo; has preliminarily considered the demand in the San Angelo region of Southcentral Texas for an industrial railroad transloading facility open to the public; has assessed the Rail Port Property for location, topographical characteristics and proximity along its western boundary line to the TxDOT railroad right-of-way; and, desires to develop the property as an industrial rail transloading facility for public use and industrial site(s) (the “Project”).

F. WISENER HOLDINGS, LLC, d/b/a SOUTH PLAINS LAMESA RAILROAD proposes to enter into a services contract or sublease with TEXAS PACIFICO TRANSPORTATION, LTD (hereinafter “TEXAS PACIFICO”), lessee of the TxDOT rail right-of-way as an indispensable part of the transloading Rail Port Property Project.

G. The COSADC Board has determined that the Project and provision for sale of the Rail Port Property on terms that indirectly partially finance development of the Property as a Rail Port open to the public are in compliance with the requirements and public purposes of the Act and the purposes of COSADC as set forth in its Articles of Incorporation.

H. On August 18, 2020, the City Council of San Angelo approved the recommendation of the COSADC Board to authorize negotiation and execution of a Real Estate Sales Contract providing for the sale of the Rail Port Property to DEVELOPER for the sum of \$600,000, in combination with a Real Estate Development Performance Agreement (EDA) necessary to carry out the purposes of the authorized Project.

I. Annexation. . The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation three years after the end of the Term, for annexation of the Property to be completed on or after three years after the end of the Term. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter. At appropriate times to accomplish annexation within that time frame, DEVELOPER agrees to consult with the City Planning and Development Department regarding the feasibility of, application for and accomplishment of such annexation and rezoning. This assurance is a substantial factor relied upon by COSADC in arriving at the terms agreed to herein and shall survive termination of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COSADC and DEVELOPER agree as follows:

III. TERMS

1. RECITALS: The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

2. TERM: When undertaken, this Agreement shall become enforceable from and after its **Effective Date** as hereinabove provided and continue in effect through February 28, 2028, unless earlier terminated or extended in accordance with its terms, provided that all provisions of this Agreement which must survive in order to give effect to their meaning will survive termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Lender's foreclosure on the Promissory Note given on even date herewith shall constitute termination of this Agreement.

3. DEVELOPER PERFORMANCE REQUIREMENTS:

- A.** DEVELOPER shall timely close on the Real Estate Sales Contract of even date herewith.
- B.** DEVELOPER shall timely comply with Borrower's obligations on the Promissory Note and Deed of Trust executed by DEVELOPER as borrower for the purchase price of the Rail Port Property.
- C.** DEVELOPER shall timely meet, comply with and maintain each of the DEVELOPER'S performance requirements specified in this Agreement for development of the Rail Port Property and TxDOT rail right-of-way adjoining the Property as a functional rail transloading facility open to the public. This provision shall survive expiration or termination of this Agreement.
- D.** DEVELOPER shall enter into and maintain in effect a sublease of the rail right-of-way and/or a track services agreement or other agreements with TEXAS PACIFICO, which sublease, services or other agreements shall include a provision that the agreement is

assignable to a subsequent owner of the Rail Port Property. Such agreements shall be effective for a minimum period of 20 years. DEVELOPER shall provide COSADC with copies of any such agreements from and after the effective date of this EDA and promptly after such agreements may be entered into by Buyer during the term hereof. This provision shall survive expiration or termination of this Agreement and remain effective for a period of 20 years from the effective date of this EDA.

- E.** DEVELOPER shall timely complete a Minimum Capital Investment of ONE MILLION DOLLARS (\$1,000,000) in rail, buildings, and other rail port capital improvements on the Property that are subject to county ad valorem taxation and that relate to operation of a rail transloading facility (hereinafter “Minimum Capital Investment”) on or before December 31, 2021.
- F.** Default in the obligations of the DEVELOPER as Borrower / Payor under the Promissory Note secured by Deed of Trust against the Rail Port Property shall constitute a default of this Agreement. DEVELOPER shall provide COSADC with copies of rendition statements and personal property tax reports delivered to Tom Green County Chief Appraiser relating to the Rail Port Property improvements for each tax year commencing with 2021, and shall timely pay any ad valorem commercial real and personal property taxes payable for each tax year commencing 2021, subject to timely appeal of such tax assessment that is diligently pursued.
- G.** On or before March 1, 2021, DEVELOPER shall make certification to COSADC of the total Capital Investment made for the development Project from and after the effective date of this Agreement for the balance of year 2020, in substantially the form of **Exhibit “A”**, with supporting documentation. Thereafter, on or before March 1st of each year, DEVELOPER shall make certification of retention of prior years’ Project Capital Investment plus any additional Capital Investment made during the preceding year with supporting documentation. Documentation shall include but not be limited to bookkeeping summaries of expenditures kept in the regular course of business, receipts and other business records verifying under generally accepted accounting and audit principals that the Capital Investment certified has been made.
- H.** DEVELOPER shall at all times during the term of this Agreement in the development and operation of the Rail Port Property transloading facility comply with all applicable federal, state and local law, rules and regulations including but not limited to: the U. S. Department of Transportation Federal Railroad Administration and the Texas Department of Transportation.
- I.** DEVELOPER agrees to provide COSADC with copies of any Federal Railroad Administration inspection reports, notices and related documents. COSADC may permit the inspection, copying and review of all such documentation by COSADC, its consultants or other designees.

- J. DEVELOPER shall provide a preference to the extent practicable for the purchase of construction materials and equipment for the Project from businesses that maintain establishments located in Tom Green County.
- K. DEVELOPER shall reach the development benchmarks described on the Schedule of Development Benchmarks attached hereto as **Exhibit “B”**, and made a part hereof.
- L. DEVELOPER shall meet at least once quarterly during the term of this Agreement with COSADC and representatives of the San Angelo Chamber of Commerce Economic Development Division to review the progress of development and coordinate planning and development efforts to aid in establishment of the facility as a viable commercial operation.

4. DEFAULT:

A. Except as otherwise provided in Sections 4(C) and (D) below, if DEVELOPER refuses or fails to materially comply with any of the material terms of this Agreement, COSADC may declare this Agreement in default. In such event, and after expiration of the Cure Period permitted herein, COSADC may in its sole discretion terminate this Agreement and pursue any remedy in contract, at law or in equity, including but not limited to specific performance.

B. In the event that COSADC determines that DEVELOPER is in default of any obligation of DEVELOPER under this Agreement, COSADC shall notify DEVELOPER in writing at the address for notice as provided for herein or at such address as a party hereto may provide written notice. If the default is not cured within thirty (30) days from the date such notice is effective (the "Cure Period"), this Agreement may be deemed by COSADC to be terminated. A written statement for the estimated reasonable cost to COSADC for substituted performance shall be provided by COSADC to DEVELOPER. DEVELOPER agrees to make payment to COSADC in the total sum of the estimated reasonable cost for substituted performance in said written statement pursuant to the schedule set forth at Section 8 “Reimbursement Terms”, within sixty (60) days of the effective date of notice of such statement.

C. If DEVELOPER or its authorized assignee ceases operation at the Property or fails to maintain personal property and equipment certified by DEVELOPER as Capital Investment or fails to maintain the equivalent in value of such Capital Investment property as reflected on ad valorem tax renditions prior to termination or expiration of this Agreement, then DEVELOPER shall be in default and the default provisions of this Section 4 and Section 8 “Reimbursement Terms” shall apply.

D. Neither party shall be required under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is actually, materially, and reasonably delayed or prevented by act of God, lock-out, act of the public enemy, insurrection, war or war-like action (whether actual and pending or expected), arrest or other restraint of government (civil or military), blockade, embargo, strike, labor unrest or dispute, unavailability of labor or material, epidemics, natural disaster, civil disturbance or disobedience, riot, or terrorism. Upon the occurrence of a force majeure event, all deadlines and requirements in this Agreement shall be delayed for a period of time equal to the duration of the force majeure event plus sixty (60) days, but in no event exceeding 180 days.

5. MINIMUM CAPITAL INVESTMENT:

- A. “Minimum Capital Investment” means DEVELOPER’s investment in rail, buildings, and other rail port capital improvements at the Property and within the TxDOT right of way adjoining the Property that are necessary for development of the Property as a commercial rail port transloading facility open to the public, and that are subject to county ad valorem taxation.
- B. Together with any request made by DEVELOPER for loan forgiveness, DEVELOPER shall provide COSADC with records sufficient to verify under generally accepted accounting and audit principals the facts certified therein.
- C. DEVELOPER shall provide copies of its rendition statements annually on or before March 31st of each subsequent tax year during the term of this Agreement; and, during the term of this Agreement DEVELOPER or parent or subsidiary of DEVELOPER shall continue to own or occupy the Property and pay when due ad valorem taxes relating to the Property, subject to right of appeal of any assessment relating to the Property.

6. RETENTION OF RECORDS: DEVELOPER shall maintain, in a manner that conforms to this Agreement, the fiscal records and supporting documentation for all loan installments forgiven at request of DEVELOPER, under the contemporaneously executed Promissory Note and Deed of Trust for the greater of three (3) years from the end of the term of this Agreement, or such other period required by applicable law or regulation.

7. COMPLIANCE AUDIT AND INSPECTION RIGHTS: Upon reasonable prior written notice to DEVELOPER, and without costs charged by DEVELOPER to COSADC, DEVELOPER shall allow COSADC access to and the right to examine and inspect any and all books, accounts, records, and audit reports with supporting documentation belonging to, maintained or kept at the direction of DEVELOPER pertaining to performance of this Agreement.

8. PENALTY PAYMENT TERMS:

- (a) COSADC shall provide DEVELOPER written notice by certified mail return receipt requested of the sum of any penalty payment for estimated reasonable cost for substituted performance due in compliance with terms of the Promissory Note of even date with this EDA relating to sale of the Property to DEVELOPER, which sum up to but not exceeding the Principal of the Promissory Note given on even date herewith shall be due and payable thirty (30) calendar days after date of the notice.
- (b) Any reimbursement payment not paid when due after notice as herein provided shall accrue interest at the lesser of six (6%) percent per annum or the maximum interest rate allowed by law until the forfeited sum and accrued interest thereon are paid in full.
- (c) Failure of DEVELOPER to timely pay the sum of any reimbursement payment as herein provided, after notice, shall constitute a default by DEVELOPER in addition to any other default, and shall entitle COSADC to terminate this Agreement and exercise all remedies available to it under this Agreement, at law, or in equity.

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

10. PUBLIC RECORDS AND CONFIDENTIALITY: DEVELOPER understands that COSADC is subject to the Texas Public Information Act, Texas Government Code, Chapter 552 (TPIA), and that the public shall have access, at all reasonable times, to information pertaining to COSADC contracts, subject to the provisions of law. DEVELOPER hereby consents to access by COSADC and the public to all information and documents subject to disclosure under applicable law. The confidentiality of DEVELOPER's records, including DEVELOPER information related to COSADC's economic development considerations and direct incentives provided herein, will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act. COSADC will, as required by the Texas Public Information Act, notify DEVELOPER if a request relating to such proprietary information is received thereby permitting DEVELOPER opportunity to protect such information from disclosure. DEVELOPER acknowledges that the TPIA provides exceptions from the general requirement of disclosure of public information that may apply to DEVELOPER trade secret, proprietary and confidential commercial financial information, and that DEVELOPER will need to assert the interest of DEVELOPER as provided under TPIA and at law for purposes of nondisclosure.

11. REPRESENTATIONS AND WARRANTIES OF DEVELOPER: DEVELOPER represents and warrants to COSADC that as of the date hereof: (i) DEVELOPER is a State of Texas limited liability company in good standing and authorized to transact business in the State of Texas, (ii) DEVELOPER is not delinquent in the payment of any sums due COSADC or the City of San Angelo, Texas, including but not limited to permit fees and occupational licenses, nor in the performance of any obligation owed to COSADC or the City of San Angelo, (iii) execution of this Agreement has been duly authorized by the governing body of DEVELOPER and this Agreement is not in contravention of DEVELOPER's regulations, or any Agreement or instrument to which DEVELOPER is a party or by which it may be bound as of the date hereof, (iv) no litigation or governmental proceeding is pending, or, to the knowledge of any of DEVELOPER's officers, threatened against or affecting DEVELOPER, which may result in a material adverse change in DEVELOPER's business, assets, liabilities, or operations sufficient to compromise DEVELOPER as a viable, for-profit going concern capable of performing pursuant to this Agreement, (v) no written certificate or written statement herewith or heretofore delivered by DEVELOPER to COSADC in connection herewith, or in connection with any transaction contemplated hereby, to the knowledge of any of DEVELOPER's officers, contains any untrue statement of a material fact or fails to directly disclose any material fact necessary to keep the statements contained therein from being misleading, and (vi) during the term of this Agreement, DEVELOPER will not knowingly employ any undocumented workers in violation of Texas Government Code, Chapter 2264.

12 INDEMNIFICATION: DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COSADC AND ITS BOARD MEMBERS, 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") ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF DEVELOPER OR COSADC 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 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 DEVELOPER OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "DEVELOPER"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE OF THE INDEMNITEES, OR ANY OF THEM OR (II) THE FAILURE OF DEVELOPER TO COMPLY WITH ANY OF THE PROVISIONS OF THIS

AGREEMENT OR THE FAILURE OF DEVELOPER TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL OR STATE, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY DEVELOPER HEREUNDER. DEVELOPER 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 DEVELOPER, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH DEVELOPER'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE DEVELOPER TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. NONDISCRIMINATION: DEVELOPER represents and warrants to COSADC that DEVELOPER does not and will not engage in illegal discriminatory practices and that there shall be no discrimination in connection with DEVELOPER's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin.

14. INDEPENDENT CONTRACTOR: COSADC and DEVELOPER acknowledge that DEVELOPER is an independent for profit entity, and that no term or provision hereof or act of DEVELOPER in performance of this Agreement shall be construed as making DEVELOPER an agent, partner or employee of COSADC. All officers and employees of DEVELOPER shall be solely responsible to DEVELOPER, and COSADC shall not have any authority, responsibility, or liability with respect thereto.

15. NO JOINT VENTURE: It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third party in connection with DEVELOPER's operations or employees.

16. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

17. .Intentionally Left Blank

18. ASSIGNMENT: Except with respect to assignment to a parent company or subsidiary of DEVELOPER, this Agreement shall not be assigned by DEVELOPER, in whole or in part, without the prior written consent of COSADC, which consent may be withheld or conditioned, in the sole discretion of the COSADC board of directors, subject to approval of the City Council for the City of San Angelo.

19. NOTICES: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by 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 third day after being deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

TO DEVELOPER:

WISENER HOLDINGS, LLC
d/b/a South Plains Lamesa Rail Road, LTD
Attn: Shad Wisener
6803 59th Street
Lubbock, Texas 79407

TO COSADC:

City of San Angelo Development Corporation
Attn: Director of Economic Development
69 N. Chadbourne Street
San Angelo, TX 76903

20. MISCELLANEOUS PROVISIONS:

- A.** This Agreement shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this Agreement can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the parties relating to this Agreement shall be in Tom Green County, Texas.
- B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C.** The meaning of capitalized terms shall be as defined under the Act (Chapters 501 and 505 of the Texas Local Government Code), except as specifically provided otherwise under this Agreement.
- D.** 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.
- E.** 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 the City 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.
- F.** This Agreement constitutes the sole and entire Agreement between the parties hereto relating to the subject matter of the Agreement. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
- G.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, governmental acts, injunctions, labor strikes, other than those of DEVELOPER or its suppliers, that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The existence of such cause of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the Developer exercises all reasonable due diligence to perform.

- H. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or permitted assigns.
- I. In the event any legal action or proceeding is commenced between COSADC and DEVELOPER to enforce provisions of this Agreement or to recover damages for breach, the prevailing party in such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.
- J. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
- K. Failure by either party on one or more occasions to exercise one or more of its rights under this Agreement shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
- L. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

21. EXHIBITS: The following Exhibits "A", "B", "C" and D" are attached and incorporated herein by reference for all purposes.

Exhibit "A": Certification of Capital Investment
Exhibit "B": Schedule of Development Benchmarks
Exhibit "C": Certification of Performance and Request for
Forgiveness of Loan Installment Payment

22. MEMORANDUM OF AGREEMENT: The parties hereto agree to execute a Memorandum of this Agreement for the purpose of recording same in the official records of Tom Green County, Texas, so as to give public notice, pursuant to the laws of the State of Texas of the existence of this Agreement.

(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.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Nora Nevarez, Secretary

Todd Kolls, President

DATE: _____, 2020

WISENER HOLDINGS, LLC, d/b/a SOUTH PLAINS LAMESA RAILROAD, LTD

Deliah Wisener, Managing Member of Wisener Holdings, LLC

SOUTH PLAINS LAMESA RAIROAD, LTD

BY: _____
Shadden Wisener, President of 3 R Rail Road Repair, Inc,
General Partner of South Plains Lamesa Railroad, LTD

CITY OF SAN ANGELO

THE PROVISIONS of this ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT entered into pursuant to Section 212.172 of the Texas Local Government Code relating annexation of the Property are hereby accepted and agreed to by the City of San Angelo.

ATTEST:

Daniel Valenzuela, City Manager

Julia Antilley, City Clerk,

(Acknowledgments Follow)

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of September, 2020, by Todd Kolls, President of the City of San Angelo Development Corporation, a Texas Development Corporation, on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of September, 2020, by Deliah Wisener, Managing Member of Wisener Holdings, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of September, 2020, by Shadden Wisener, President of 3 R Rail Road Repair, Inc., General Partner of South Plains Lamesa Railroad, LTD, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of September, 2020, by Daniel Valenzuela, City Manager for the City of San Angelo, Texas, a home rule municipal corporation on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO CONTENT:

Guy Andrews, Director of Economic
Development

APPROVED AS TO FORM

Dan. T. Saluri, Deputy City Attorney

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AND
WISENER HOLDINGS, LLC.

Exhibit "A"

Certification of Capital Investment

STATE OF TEXAS,

§

§

COUNTY OF

§

Before me, the undersigned notary public in and for the State of Texas, personally appeared the undersigned Affiant, who, being by me first duly sworn, deposes and as follows:

1. My name is _____, I am 18 years of age or older, of sound mind, capable of making this affidavit, and certify under penalty of perjury that I am personally acquainted with the facts herein stated:

2. I make this affidavit in compliance with the terms of the Economic Development Performance Agreement (EDA) entered into by and between WISENER HOLDINGS, LLC, Borrower, and City of San Angelo Development Corporation, Lender, (COSADC), having an Effective Date of _____. 2020, which EDA I have read and am familiar with.

3. I am, and at all times pertinent to the averments in this affidavit have been an official of WISENER HOLDINGS, LLC. I am duly authorized by OWENER to make this affidavit in my capacity as _____, for purposes of complying with the requirement in the EDA that WISENER HOLDINGS, LLC annually report capital investment in the development of rail port facilities at the Property described in the EDA.

4. I do hereby certify on behalf of WISENER HOLDINGS, LLC that the books and records of the WISENER HOLDINGS, LLC kept in the regular course of business reflect the capital investment made for rail port facilities at the Property described in **Attachment 1** hereto during 2021 and the ad valorem tax assessment for such capital improvements for tax year 2021. *

SUBSCRIBED AND SWORN to (or affirmed) before me on this _____ day of _____ 20__ by _____, proven to me on the basis of satisfactory evidence to be the person(s) who appeared before me, in his/her capacity as _____ of WISENER HOLDINGS, LLC.

Notary Public, State of Texas

* Attach copies of summaries of accounting records kept in the regular course of business, receipts, bids, contracts, statements and record of ad valorem tax assessment as necessary to verify expenditures for rail port facility improvements.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AND
WISENER HOLDINGS, LLC.

Exhibit “B”

Schedule of Development Benchmarks

<u>Date by which Performance Benchmark Must be Met</u>	<u>Description</u>
1. December 31, 2021:	(a) Complete the Minimum Capital Investment of One Million Dollars (\$1,000,000) described at Part III, 3, E. (b) Enter into sublease of TxDOT rail right-of-way, track services agreement and or other agreements with TEXAS PACIFICO described at Part III, 3, D. (c) Completed installation of adequate rail in place to service its initial contracted customers for rail transloading services. (d) Open to the public rail transloading services (e) Maintain at least one, fully operational train locomotive on the Property available to perform transloading related services for the public.
2. December 31, 2023:	(a) Maintain or exceed the benchmarks required for performance at 1. Above (b) Employ at least two full time employees who are not equity holders in the DEVELOPER, having an average annual salary including benefits of a minimum of \$35,000.
3. December 31, 2027:	Maintain the benchmarks required for performance at 1 and 2. above

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's

Special Warranty Deed with Vendor's Lien

Date: _____, 2020

Grantor: CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas non-profit corporation

Grantor's Mailing Address: 69 North Chadbourne, San Angelo, Tom Green County, Texas 76903

Grantee: WISENER HOLDINGS, LLC, a Texas limited liability company [d/b/a SOUTH PLAINS LAMESA RAIROAD, LTD (S.P.L.R.R.)]

Grantee's Mailing Address: P.O. Box 64420
Lubbock, Lubbock County, Texas 79464

Street Address: 6803 59th Street
Lubbock, Lubbock County, Texas 79407

Consideration: Ten Dollars (\$10.00) and a note of even date herewith payable to the order of CITY OF SAN ANGELO DEVELOPMENT CORPORATION (Lender) in the Principal Amount of Six Hundred Thousand Dollars (\$600,000.00). The note is secured by a first and superior vendor's lien retained in this Special Warranty Deed, and by a First Lien Deed of Trust of even date herewith from Grantee to GUY ANDREWS, Director of Economic Development, City of San Angelo, Texas, Trustee.

Property (including any improvements):

180.542 acres out of J.C. Mathews/W.C.R.R. Co. Survey 178, Abstract 8071, and W.C.R.R. Co. Survey 177, Abstract 4031, located in Tom Green County, Texas, and described in **ATTACHMENT-1** "Schedule of Land", attached hereto and made a part hereof for all purposes. (referred to herein as the "Property")

. .

Reservations from and Exceptions to Conveyance:

- (a) This conveyance is subject to easements, rights-of-way, and prescriptive rights, whether of record or not that are visible and apparent on or across the Property; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments by parties other than Grantor that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2020 and subsequent years, and subsequent taxes

and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.

- (b) Grantor reserves all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Grantor shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property.

Disclaimer of Warranties:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE EXPRESSED HEREIN, ARE DISCLAIMED, AND THE PROPERTY CONVEYED HEREBY TO BUYER IS CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Disclaimer of Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The vendor's lien against and superior title to the Property are retained for the benefit of CITY OF SAN ANGELO DEVELOPMENT CORPORATION, Lender, and Lender will hold superior title in and to the Property, and title in the Grantee will not become absolute, until the note is paid in full according to its terms.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2020, by **TODD KOLLS**, as President of **CITY OF SAN ANGELO DEVELOPMENT CORPORATION**, a Texas non-profit corporation, on behalf of said corporation by authority of its board of directors.

Notary Public, State of Texas

ATTACHMENT 1

SCHEDULE OF LAND

A 180.452-acre tract of land, more or less, being 180.419 acres out of a 298.77-acre tract described as Tract IV in Special Gift Deed from Mary P. Schwerter, recorded in Instrument No. 344171, Official Public Records of Real Property, Tom Green County, Texas, and 0.033 acres out of a 150 acre tract described in a Special Warranty Gift Deed from Mary P. Schwerter, recorded in Instrument No. 364004, Official Public Records, Tom Green County, Texas, said 180.452 acre tract being all of that certain portion of said 298.77 acre tract lying east of a called 100 foot wide strip of land described as 13.08 acres in a deed from J.C. Mathews and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 378, Deed Records, Tom Green County, Texas, and all of that certain portion of said 160 acre tract lying east of a called 100 foot wide strip of land described as 0.46 acres in a deed from J.C. Clark and wife to Panhandle and Gulf Ry. Co, recorded in Volume 23, Page 340, Deed Records, Tom Green County, Texas. This 180.452 acre tract consists of a 180.419-acre tract out of the southeast part of the J.C. Matthews Survey No. 178, Abstract No. 8071, Tom Green County, Texas, and 0.033 acres out of W.C.R.R. Co. Survey No. 177, Abstract No. 4031, Tom Green County, Texas and is more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the approximate centerline of East 50th Street, at the southeast corner of said Abstract No. 8071, at the southwest corner of S.R. Robertson Survey No. 178, Abstract No. 8474, in the north line of Washington County Rail Road Company Survey No. 179, Abstract No. 4032, at the southwest corner of a 316.879 acre tract described in Instrument No. 596999 Official Public Records of Real Property, Tom Green County, Texas, the southeast corner of said 298.77-acre tract, for the southeast corner of this herein described tract of land; whence a point at the northeast corner of a 339.21-acre tract described in Exhibit A-3, conveyed to 50's Group Properties, recorded in Instrument No. 509405, Official Public Records of Real Property, Tom Green County, Texas, bears North 89°31'56" West, 15.4 feet, and a 5/8" iron rod found at the northwest corner of a 131-acre tract of land conveyed to the City of San Angelo in Special Warranty Deed recorded in Volume 669, Page 562, Deed Records, Tom Green County, Texas bears South 32°43'21" West, 29.54 feet;

Thence North 89°39'14" West with the north line of said Abstract No. 4032, north line of said 339.21-acre Tract, south line of said 298.77-acre Tract south line of said Abstract 8071, with the approximate centerline of said East 50th Street, a distance of 2,616.20 feet to a mag nail found in asphalt at the northwest corner of said Abstract No. 4032, and the corner of said 339.21 acre tract, at the northeast corner of J.J. Minter Survey No. 180, Abstract No. 5915, and the corner of a 17.33 acre tract described in a deed to Todd Neff in Instrument No. 201508470, at the southwest corner of said Abstract No. 8071, at a southeast corner of said 0.33 acre tract for a point in the south line of this herein described tract of land, whence another mag nail found bears South 55°32'39" East, 1.91 feet;

Thence North 89°31'56" West along the south line of W.C. K.R. Co. Survey No. 177, Abstract No. 4031, south line of said 160 acre tract, north line of said Survey No. 180, Abstract No. 5915, north line of said 17.33 acre tract, a distance of 35.54 feet to a point at the southeast corner of said 0.46 acre tract, at the northeast corner of called 100 foot wide strip of land described as 11.68 acres from Jule Busch to Panhandle Gulf Ry Co., recorded in Volume 23, Page 379, Deed Records, Tarrant County, Texas, at the northwest corner of said 17.33 acre tract, the west corner of said 0.033 acre tract, for the southwest corner of this herein described tract of land, whence a PK nail found in the approximate centerline of said 50th street at the northwest corner of said Survey No. 180, Abstract No. 5915 bears North 89°31'56" West, 5281.13 feet,

Thence North 24°16'10" East with the southeast line of said 0.46 acre tract, at 88.23 feet passing a 1/2" iron rod found with red cap marked "Sudduth" at an eastern corner of said 0.46 acre tract, the north corner of said 0.033 acre tract and the southeast corner of said 13.08 acre tract and continuing with said 13.08 acre tract a total distance of 5,728.06 feet to a concrete right-of-way marker found in the south right-of-way line of F.M. Highway 2105, for a northwest corner of this herein described tract of land;

Thence South 89°57'33" East with the south line of said F.M. Highway 2105, along the north line of this herein described tract, a distance of 330.58 feet to a 1/2" iron rod found at the northwest corner of said 316.879-acre tract, for the northeast corner of this herein described tract of land; whence a concrete right-of-way marker found bears South 75°25'55" West, 2.82 feet;

Thence South 90°34'58" West with the west line of said 316.879-acre tract, east line of said 298.77-acre tract, west line of said Abstract No. 8474, east line of said Abstract No. 8071, passing at 5,212.35 feet a 1/2" iron rod found in the north right-of-way line of said East 50th Street, continuing a total distance of 5,237.94 feet to the Point of Beginning containing 180.452-acres of land, more or less, subject to all easements of record.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Hillary Bueker, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: October 6, 2020

Item type: Regular Item

Caption:

Consider accepting an annexation petition for 88.936 acres of land out of Tract 2 and Tract 3, Block 1, Section One, Tom Green County Business Park, Tom Green County, Texas, generally located east of US Hwy 67 & 277 and north of Tractor Trail, and setting a Public Hearing on the annexation for the November 17, 2020 City Council meeting (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

Tom Green County submitted a request for dis-annexation from the City of San Angelo's jurisdictional boundaries on January 26, 2017. At that time, they indicated that such action was for the purpose of pursuing a State grant. As part of an Interlocal Development Agreement water and sewer service are provided to the site at negotiated rates consistent with those imposed for lands within the city limits. To further facilitate this, there was also an amendment to a Memorandum of Understanding.

On September 15, 2020 Tom Green County Commissioners Court requested re-annexation of 88.936 acres of the original 184.627 acres that was dis-annexed in 2017.

Financial Impact:

There is no fiscal impact associated with accepting this petition for consideration. Staff will provide a proposed annexation service plan later in the annexation process, if the petition is accepted.

Other Information/Recommendation:

Attachments:

- | | |
|----------------------------------|-----------------------------------|
| 1. ReAnnexation Letter 2020 | ReAnnexation Letter 2020.pdf |
| 2. ReAnnexation Jail Map2020 | ReAnnexation Jail Map2020.pdf |
| 3. Jail ReAnnexation Field Notes | Jail ReAnnexation Field Notes.pdf |
| 4. Aerial Map | Aerial Map.jpg |

Presentation:

Jon James

Approvals/Reviews:

Hillary Bueker	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved

Jon James
Theresa James
Julia Antilley

Approved
Approved
Final Approval

TOM GREEN COUNTY



September 15, 2020

TO: City of San Angelo Mayor and City Council

Re: Re-annexation per INTERLOCAL DEVELOPMENT AGREEMENT By and Between the CITY OF SAN ANGELO and TOM GREEN COUNTY

In accordance with the INTERLOCAL DEVELOPMENT AGREEMENT By and Between the CITY OF SAN ANGELO and TOM GREEN COUNTY and PD16-02, Tom Green County respectfully requests re-annexation. Save and except the property identified as the 4-H and TGC Sherriff's Shooting range identified by meets and bounds described in Attachment A.

We request that the City of San Angelo be the primary emergency response provider effective immediately.

Judge Stephen C. Floyd

SCF/slk

Existing
City Limits Line

REF.: Remainder of 200.000
Acre Tract
City of San Angelo
to
Tom Green County
Vol. 577, Pg. 71 OPRRP

Mrs. JULIA A EGGLESTONE
SURVEY NO. 2
ABSTRACT NO. 4984

U.S. HWY: 67 & 277
R.O.W. Varies

N77°53'27"E
323.88'
S57°16'50"E
213.53'
L=612.13'
R=1,750.02'
Δ=20°02'28"
L.C.=N41°13'02"E
609.01'
L=280.44'
R=2,299.83'
Δ=6°59'12"
L.C.=N54°44'18"E
280.27'

N32°42'04"E
87.85'

N77°43'10"E 639.94'

S57°13'06"E 846.34'

N58°14'18"E
371.48'

TRACT 3

TRACT 2

88.936 Ac.

TRACT 1

BLOCK 1

REF.: Section One,
Tom Green County Business Park
Cabinet G, Slide 350, P.R.

REF.: Delek Marketing &
Supply, LP
Vol. 199, Pg. 586 OPR
22.27 Ac.

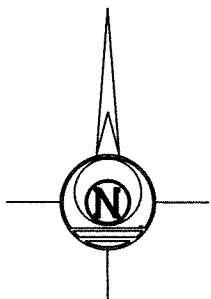
J. W. JOHNSON
SURVEY NO. 10
ABSTRACT NO. 8134

REF.: City of San Angelo
Remainder of 5278.9 Ac.
Vol. 327, Pg. 65 OPR

Existing
City Limits Line

J. FENNER
SURVEY NO. 1
ABSTRACT NO. 4985

REF.: City of San Angelo
Remainder of 5278.9 Ac.
Vol. 327, Pg. 65 OPR



SCALE: 1"= 400'

0 100 200 400
GRAPHIC SCALE : FEET

NOTE : Bearings shown hereon are based on
the Texas Coordinate System -
Central Zone.
Distances shown are surface horizontal.

PROPOSED ANNEXATION OF 88.936 ACRES OUT OF TRACT 2
AND TRACT 3, BLOCK 1, SECTION ONE, TOM GREEN COUNTY
BUSINESS PARK, ACCORDING TO THE PLAT RECORDED IN
CABINET G, SLIDE 350, PLAT RECORDS OF TOM GREEN
COUNTY, TEXAS.

FIELD NOTES
PROPOSED ANNEXATION

88.936 Acres

August 28, 2020
20-S-1181

Being an area of 88.936 acres of land out of Tract 2 and Tract 3, Block 1, Section One, Tom Green County Business Park, according to the plat recorded in Cabinet G, Slide 350, Plat Records of Tom Green County, Texas and said 88.936 acre tract being more particularly described by metes and bounds as follows:

Beginning at the south corner of this tract and said Tract 3;

Thence with the southwest line of said Tract 3, N. $57^{\circ} 13' 06''$ W. 1153.37 feet to the most southerly west corner of said Tract 3 and being the south corner of certain Tract 1 of said Block 1;

Thence with the southeast line of said Tract 1, N. $32^{\circ} 45' 27''$ E. 625.19 feet to an ell corner of this tract and the east corner of said Tract 1 and the south corner of said Tract 2;

Thence with the southwest line of said Tract 2 and northeast line of said Tract 1, N. $57^{\circ} 12' 37''$ W. 941.27 feet to a west corner of this tract and said Tract 2 and north corner of said Tract 1 and being in the southeast right-of-way line of U. S. Hwy. 67 & 277;

Thence with the northwest line of said Tract 2 and the southeast line of said U. S. Hwy. 67 & 277, N. $58^{\circ} 14' 18''$ E. 371.48 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 2,299.83 feet, central angle of $06^{\circ} 59' 12''$, arc length of 280.44 feet and whose long chord bears N. $54^{\circ} 44' 18''$ E. 280.27 feet to the end of this curve and the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 1,750.02 feet, central angle for this part traversed of $20^{\circ} 02' 28''$, arc length of 612.13 feet and whose long chord bears N. $41^{\circ} 13' 02''$ E. 609.01 feet to an ell corner of this tract;

Thence with the north line of this tract and across said Tract 3 as follows, S. $57^{\circ} 16' 50''$ E. 213.53 feet to an angle corner, N. $77^{\circ} 53' 27''$ E. 323.88 feet to an angle corner, N. $32^{\circ} 42' 04''$ E. 87.85 feet to an angle corner and in a north line of said Tract 3;

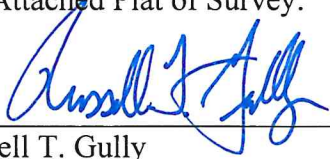
Thence with the north line of said Tract 3, N. $77^{\circ} 43' 10''$ E. 639.94 feet to an angle corner of this tract;

Thence with the northeast line of this tract and across said Tract 3, S. $57^{\circ} 13' 06''$ E. 846.34 feet to the east corner of this tract in the southeast line of said Tract 3;

Thence with the southeast line of this tract and said Tract 3, S. 32° 47' 03" W. 2592.77 feet to the place of beginning and containing an area of 88.936 acres of land.

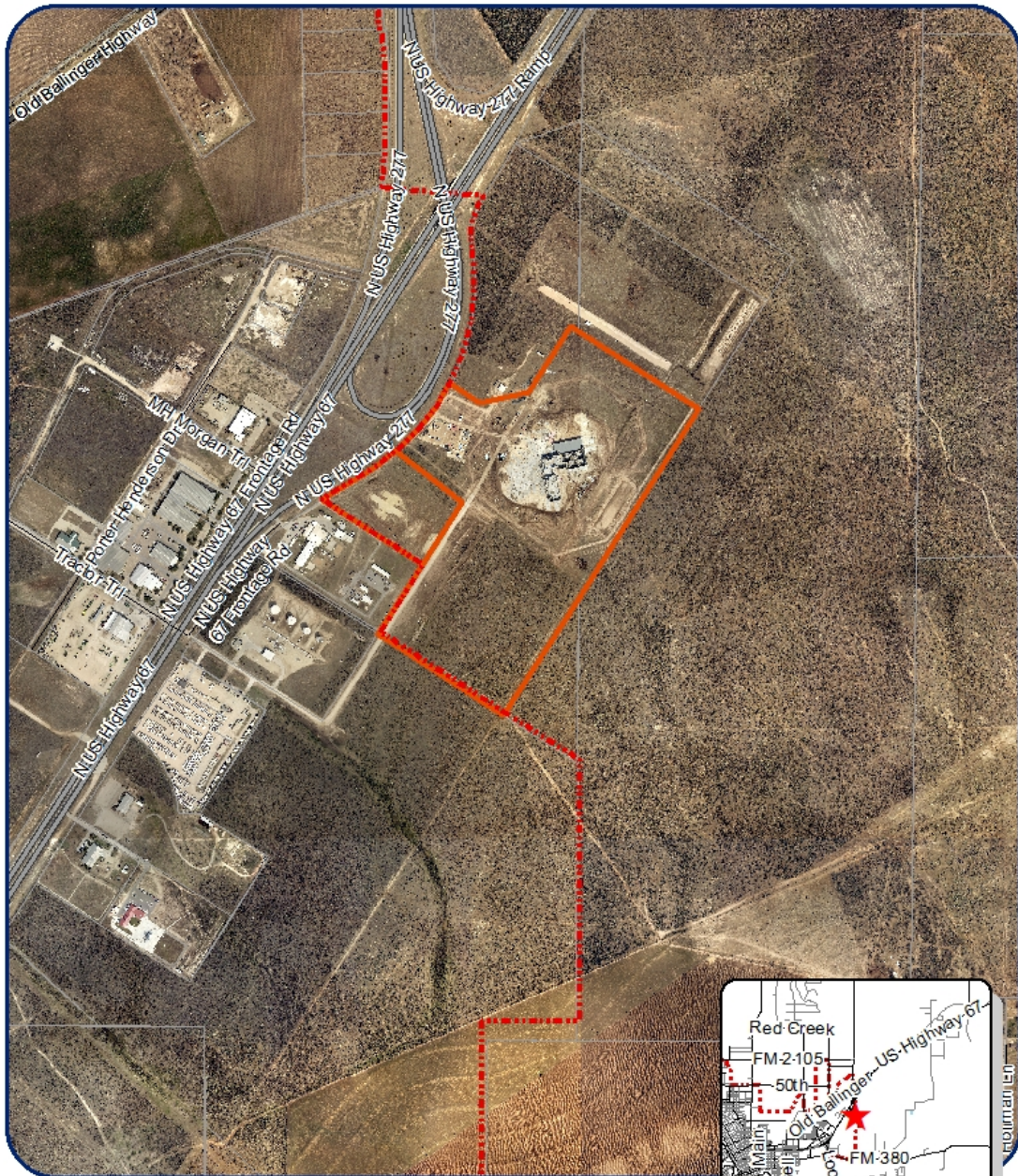
Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400





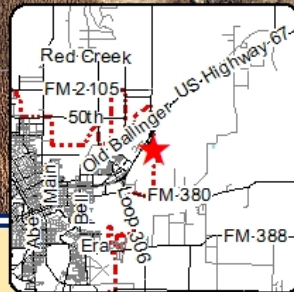
Annexation

TGC Detention Center

Council District: SMD #4 - Lucy Gonzales
 Neighborhood: Paulann
 Scale: 1" approx. = 1,000 ft

Legend

Subject Properties:
 Current Zoning: PD16-02
 Requested Zoning Change: N/A
 Vision: Campus/Institutional



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: October 6, 2020

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for grants and reimbursed expenses (Presentation made by Finance Director Tina Dierschke)

Summary/History:

This proposed amendment contains the following items (additional information attached):

- Additional CARES funds
- Justice Assistance Grant
- Law Enforcement Reimbursement Program
- Rapid Rehousing
- Additional CDBG CARES funds
- Charity Care Reimbursement

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------------|-----------------------------------|
| 1. | Ordinance 10.06.20 | Ordinance 10.06.20.docx |
| 2. | 10.06.20 FIN Budget Amendment Slides | 10.06.20 FIN Budget Amendment.pdf |
| 3. | BA Memo - All | BA Memo - All.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2020, AND ENDING SEPTEMBER 30, 2021, FOR GRANTS AND
REIMBURSED EXPENSES.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS THAT:

The City's budget for fiscal year 2020-2021 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 6th day of October, 2020, and APPROVED and ADOPTED on this 20th day of October.

ATTEST:

CITY OF SAN ANGELO, TEXAS:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General	456,259	456,259	-
Intergovernmental	4,640,545	4,640,545	-
Community Development	582,116	582,116	-
Equipment Replacement	164,983	164,983	-
	\$5,843,903	\$5,843,903	\$-

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Additional Coronavirus Relief Funds	CARES Act	4,390,936	4,390,936	-
911 Voice Recording System	Edward Byrne Justice Assistance Grant	22,859	22,859	-
Law Enforcement Reimbursement Program	Department of Homeland Security	47,080	47,080	-
Rapid Rehousing	U.S Department of Housing and Urban Development	179,670	179,670	-
Additional CARES funds	U.S Department of Housing and Urban Development	582,116	582,116	-
Peak hours and new ambulance	Charity Care Reimbursement	621,242	621,242	-
		\$5,843,903	\$5,843,903	-



City Council

October 6, 2020



Budget Amendment

Intergovernmental Fund	Revenue	Expense
Grant Revenue	\$4,390,936	
CARES Project Expenses		\$4,390,936



Budget Amendment

Intergovernmental Fund	Revenue	Expense
Police Grant Revenue	\$22,859	
Transfer to Tom Green County		\$6,401
City Expenses		\$16,458



Budget Amendment

Intergovernmental Fund	Revenue	Expense
Airport Grant Revenue	\$47,080	
Grant Expense		\$47,080



Budget Amendment

Intergovernmental Fund	Revenue	Expense
HUD Grant Revenue	\$179,670	
Rapid Rehousing Project Expenses		\$179,670



Budget Amendment

Community Development Fund – COVID-19

Revenue

Expense

CARES Act Grant Revenue

\$582,116

COVID-19 Relief Expenses

\$582,116



Budget Amendment

Multiple Funds	Revenue	Expense
Charity Care Reimbursement	\$456,259	
Peak Hours Ambulance		\$263,900
Contract Services		\$27,376
New Ambulance		\$164,983





City Council

October 6, 2020



Memo

To: Tina Dierschke, Finance Director
From: Ryan Gaddy, Assistant Director of Finance
Date: 10/06/20
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the remaining 80% of a grant for reimbursement of COVID-19 eligible expenditures.

Source of Funding:

CARES Act Coronavirus Relief Fund (CRF)

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	4,390,936	4,390,936
Project Expense	0	4,390,936	4,390,936
			0
			0
			0
			0

Additional Comments:

Eligible expenditures include (1) Medical expenses, (2) Public health expenses, (3) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, (4) Expenses of actions to facilitate compliance with COVID-19-related public health measures, (5) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and (6) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Seventy-five percent (75%) of the funds must be used for items 1-4.

Memo

To: Tina Dierschke, Finance Director

From: Frank Carter, Police Chief

Date: 10/06/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Justice Assistance Grant awarded for a total of \$22,859, funds split \$16,458 for City Police Department and \$6,401 for County Sheriff's Department.

Source of Funding:

Edward Byrne Justice Assistance Grant

Funding previously approved? If so, by City Manager or City Council and when?

Approved by City Council on September 29, 2020.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue	0	22,859	22,859
City Expenses	0	16,458	16,458
Transfer to Tom Green County	0	6,401	6,401
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Jeremy Valgardson, Airport Director

Date: 10/06/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Law Enforcement Reimbursement Program as awarded by Department of Homeland Security.

Source of Funding:

Department of Homeland Security

Funding previously approved? If so, by City Manager or City Council and when?

Grant Offer was approved by City Council as part of the yearly grant approval process.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	47,080	47,080
Grant Expense	0	47,080	47,080
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Bob Salas, Director of NFS

Date: 10/06/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Rapid Rehousing program from U.S Department of Housing and Urban Development.

Source of Funding:

U.S Department of Housing and Urban Development

Funding previously approved? If so, by City Manager or City Council and when?

City Council approved 09/15/2020.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	179,670	179,670
Grant Expense	0	179,670	179,670
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Bob Salas, Director of NFS

Date: 10/06/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To allocate additional CARES CDBG funds that were awarded by HUD.

Source of Funding:

U.S. Department of Housing and Urban Development (HUD).

Funding previously approved? If so, by City Manager or City Council and when?

Original CARES allocation approved 05/05/2020.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	582,116	582,116
Grant Expense	0	582,116	582,116
			0
			0
			0
			0

Additional Comments:

Staff is awaiting detailed guidance from HUD before an expenditure proposal is created to ensure we meet the intent of the funding. This proposal will be brought back to City Council for approval.

Memo

To: Tina Dierschke, Finance Director

From: Brian Dunn, Fire Chief

Date: 10/06/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for reimbursement to cover cost of the peak hours ambulance, contract services, and a new ambulance and equipment.

Source of Funding:

Charity Care Reimbursement

Funding previously approved? If so, by City Manager or City Council and when?

Peak hours ambulance was discussed at the General Fund Budget Workshop on August 13, 2020.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue: Reimbursement	0	456,259	456,259
Expenses:			0
Peak Hours Ambulance	0	263,900	263,900
Contract Services	0	27,376	27,376
New Ambulance	0	164,983	164,983
			0

Additional Comments:

Antilley, Julia

From: info@cosatx.us
Sent: Tuesday, July 21, 2020 9:27 AM
To: Antilley, Julia
Subject: City of San Angelo, TX: Boards and Commissions application

CAUTION: This email was received from an EXTERNAL source, use caution when clicking links or opening attachments.

A new entry to a form/survey has been submitted.

Form Name: Boards and Commissions application
Date & Time: 07/21/2020 7:27 AM
Response #: 101
Submitter ID: 48809
IP address: 74.197.81.157
Time to complete: 12 min. , 17 sec.

Survey Details

Page 1

NOTE: This application is a public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Paige Vincent
Address:
ZIP code: 76904
Home/mobile phone:
Office/mobile phone:
Resident of San Angelo since (year): 2000
City Council Single-Member District in which you reside: Tom Green County
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Accountant/Republic Services
Occupation/business address: 1422 S Hughes St
Title/position: Accounting Intern
Email:

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

07/21/2020

4. Applying for:

(o) Keep San Angelo Beautiful

5. Recommended by:

(Name): Joseph Spano

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

Masters in Professional Accountancy

BBA in Accounting

CPA Candidate

Current municipal and civic organization memberships (positions and dates):

N/A

Previous municipal experience (positions, dates, where):

N/A

What personal qualifications can you bring to the board?

I understand finance and accounting and can aid in any budgets or planning for the board. I am young and have a lot of new ideas that can help keep San Angelo beautiful and a great place to live. I have lived in San Angelo most of my life and know the community and people in the community that can help improve the program. I am a hard worker and will do my best to help the board in any way I can.

What is your personal vision for the City?

I think San Angelo is an amazing city and I love living here. I think San Angelo has so much natural beauty and I think that can only be improved through the help of the board. San Angelo is a fun city and I think by keeping it beautiful we can attract more visitors and potential residents.

Why do you want to serve on this board?

I want to serve on this board, because since I have been working in the trash industry I have been very mindful of the environment and the best way to remove waste and keep the city you live in clean and beautiful. I have wanted to get involved in the community in any way possible. Finding out about this board I knew I would be a good fit. I love San Angelo and serving on the board would help me feel like I am giving back to a community that has done so much for me.

Is there anything else you would like to share about yourself?

I love San Angelo, and would be honored to serve the community and help keep it beautiful.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within

the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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