City of San Angelo Development Corporation Agenda
Regular Agenda via Audio/Video Broadcast
10/28/2020

Notice is hereby given in accordance with an order of the Office of the Governor issued March 16, 2020, of a Regular Meeting of the City of San Angelo Development Corporation (COSADC) scheduled for October 28, 2020 at 8:30 a.m. The McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas WILL NOT be open to the public. COSADC members and staff will attend virtually in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). There will be no public access to the regular meeting location. A public, free-of-charge audio/video broadcast of the meeting will be available on the City's YouTube channel at https://www.youtube.com/user/CityofSanAngeloTx.

The Meeting Agenda and the Agenda Packet are posted online at https://www.cosatx.us/departments-services/economic-development/city-of-san-angelo-development-corporation

Members of the public who wish to submit **Public Comment** on agenda items must send their written comments via email to nora.nevarez@cosatx.us by noon October 27, 2020.

The subject must be in the following format: "Public Comment: [item number] – October 28, 2020." All emails must include your name and address.

Please note all Public Comment emails relevant to posted agenda items received by the deadline will be published as part of the agenda packet prior to the meeting are therefore public record.

Call 325- 653-7197 for staff assistance.

Anyone who wishes to speak remotely during **statutorily mandated Public Hearing for Regular Agenda items 5 H & I** must send their request to nora.nevarez@cosatx.us by noon October 27, 2020 to register as a speaker and obtain information regarding how to make a public comment remotely during the meeting.

A recording of the meeting will be available to the public in accordance with the Open Meetings Act upon written request.

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

At this time, the Board of Directors may ask staff members questions regarding Public Comments submitted via email.

4. Consent Agenda

a. Consider approving the September 23, 2020 meeting minutes

b. Consider approving the necessary corporation disbursement

c. Consider authorizing the Board President to negotiate and execute an Alarm Monitoring Agreement and Addendum, and a Service Agreement with Ener-Tel Services l, LLC , in substantially the attached form approved by the City Attorney for security services at the Business Resource Center, 69 N. Chadbourne, San Angelo, Texas 76903.

d. Consider authorizing the Board President to execute a services agreement with DIRT DOC, LLC, d/b/a Dirt Doctor (Contractor) for cleaning services at the Business Resource Center, 69 N. Chadbourne, San Angelo, TX. 76903, for a three year term, at rates set forth in Contractor's quote dated September 21, 2020, in a form approved by the Director of Economic Development and the City Attorney's Office.

e. Consider adoption of a motion authorizing the Board President to enter into an extension of service agreement with Russell E. Wallace, d/b/a CTR Data, pursuant to option to extend the Service Agreement, for technology services for Business Factory.

f. Consider approving an agreement for the mutual termination of the Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo providing an economic development incentive to U.S. Customs & Border Protection Air and Marine Operations with participation by the City for a project related to business enterprises that create or retain primary jobs

5. Regular Agenda

a. Discussion and possible action concerning a request for partial funding from the San Angelo Convention & Visitors Bureau for Air Races to be held at the San Angelo Regional Airport. (Presentation by Guy Andrews, Economic Development Director and CVB Staff)

b. Consider approving the September 2020 Financial Statements (Presentation by Tina Dierschke, Director of Finance)

c. Consider approving the proposed COSADC meeting calendar for 2021 (Presentation made by Nora Nevarez, Economic Development Assistant)

d. Consider adoption of a resolution authorizing the use of sales and use tax funds in an amount not to exceed $150,000, to provide an economic development incentive matching grant with Ethicon, Inc. and Principal LED, LLC to SME Education Foundation for its SME Prime next generation of manufacturing, fabrication and engineering talent high school or similar program for high school students in the City of San Angelo in partnership with local manufacturers to prepare students for careers in manufacturing, fabricating and engineering related jobs, a project authorized for a Type B corporation under local government code chapters 501 and 505 of the Texas Development Corporation Act."

e. Consider authorizing extension of the professional services performance agreement with the San Angelo Chamber of Commerce, Incorporated as provided in the agreement, through December 31, 2021, for adjusted compensation in the annual sum of $262,500, and directing the Board President to execute such agreement and any related documents in a form approved by the City Attorney. (Presentation by Guy Andrews, Director of Economic Development.)

f. Consider a resolution of the San Angelo Development Corporation (C0SADC) authorizing the use of Sales and Use Tax Funds in an amount not to exceed $100,000, for monument signage and related landscaping welcoming travelers into the City of San Angelo, enhancing an approved project for cleanup, open space improvement and landscaping of the Knickerbocker Road right of way and adjoining Bureau of Reclamation land, open space fronting the San Angelo Regional Airport—Mathis Field, a project authorized under Chapter 505 of the Texas Local Government Code for open space improvement and promotional purposes necessary to develop business enterprises; and, authorizing the board President to negotiate and execute an addendum to the project Memorandum of Understanding (MOU) with the City of San Angelo, and such other documentation with the Bureau of Reclamation as may be necessary, to provide terms for performance, and to execute any other related legal documents, in a form approved by the City Attorney, subject to approval of City Council. (Presentation by Guy Andrews, Economic Development Director)

g. Consider approving First addendum to Memorandum of Understanding by and between the city of San Angelo Development Corporation and the City of San Angelo concerning a project for open space improvement, landscaping and related facilities necessary to enhance the Knickerbocker Road right of way and adjoining Bureau of Reclamation land fronting the San Angelo Regional Airport—Mathis Field. (Presentation by Guy Andrews, Economic Development Director)

h. Public Hearing regarding 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 C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

i. Public Hearing regarding 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 C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

6. Follow Up and Administrative Issues

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

b. Announcements and consideration of Future Agenda Items

7. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was published on the City of San Angelo's website on the 23nd day of October 2020 at 5:45 p.m.

Nora Nevarez on behalf of Guy Andrews

Guy Andrews, Director of Economic Development

All agenda items are subject to action. All contracts/agreements may be subject to further negotiation prior to execution. The Board reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of San Angelo Development Corporation will provide for reasonable accommodations for persons attending board meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the Economic Development Office at 325-653-7197.

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

COSADC meetings are broadcast on Channel 17-Government Access at 8:00 A.M. on every Wednesday on the Wednesday after each meeting.

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider approving the September 23, 2020 meeting minutes

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. COSADC Meeting minutes 09-23-2020 COSADC Meeting minutes 09-23-2020.pdf

Presentation:

Approvals/Reviews:

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

City of San Angelo, Texas
Development Corporation Meeting
Wednesday, September 23, 2020

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

1. Call to Order

With a quorum of the City of San Angelo Development Corporation Board Members present, President Kolls called the regular session of the City of San Angelo Development Corporation to order at 8:36 a.m. via Zoom livestreamed to the City's YouTube channel at youtube.com/CityofSanAngelo.

2. Prayer

An invocation was provided by President Kolls.

3. Public Comment

No Public Comment was received.

4. Consent Agenda

a. Consider approving the August 12, 2020 meeting minutes

b. Consider approving the necessary corporation disbursements

c. Consider approving the August and September 2020 Financial Statements

d. Consider adoption of a motion authorizing the Board President to enter into an extension of services agreement with MDK Services, LLC, pursuant to option to extend in the Services Agreement, for extension of pest control services at the Business Resource Center through October 23, 2021.

Tina Dierschke, Director of Finance stated financials are for July and August 2020, not August and September.

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

5. Regular Agenda

a. Discussion and possible action concerning a funding request to support the development of an SME Prime manufacturing education program within the San Angelo Independent School

District. (Presentation by Guy Andrews, Director of Economic Development and Mark Jones of SME Prime)

First Vice President Dendle arrived via Zoom at 9:23 a.m.

No Action Taken on this item.

b. Consider approval of 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 trans loading 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. (Presentation by Guy Andrews, Director of Economic Development.)

Motion: Director Lara made a motion, seconded by Second Vice President Dr. Cummings to approve the real estate sales contract and economic and development performance agreement as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

c. Consider 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 Business Retention and Expansion Program (BREP) 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. (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator).

Motion: Director Carrasco made a motion, seconded by Director Freeze to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

d. Consider 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 Business Retention and Expansion Program (BREP) 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. (Presentation made by Shannon Scott, Business, Retention & Expansion Coordinator).

Director Carrasco recused himself from voting on this item.

Motion: Director Puello made a motion, seconded by First Vice President Dendle to

approve the resolution as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

e. Public Hearing regarding 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 (Presentation made by Guy Andrews, Director of Economic Development).

No registered speakers for this Public Hearing.

f. Consider approval of 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 highway 87 right of way in the amount of $150,000. (Presentation by Guy Andrews, Director of Economic Development)

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

g. Public Hearing regarding the use of Sales and Use Tax funds in an amount not to exceed $400,000 for the San Angelo part of a matching 2020 Defense Economic Adjustment Assistance Grant (DEAAG) for Goodfellow AFB that totals $10,462,730. (Presentation made by Guy Andrews, Director of Economic Development).

No registered speakers for this Public Hearing.

h. Consider approval of 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. (Presentation by Guy Andrews, Director of Economic Development.)

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

i. Discussion and possible action regarding Change Order Number 4 to the Reece Albert, Inc. contract for RFB: DC-01-20/Infrastructure Improvements Phases 2.1 and 2.2 of the San Angelo Business & Industrial Park (Presentation made by Robert Schneeman, Economic Development Project Manager)

Motion: Director Carrasco made a motion, seconded by Director Puello to approve the Change Order Number 4 with Option B as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

6. Closed Session

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

At 10:07 a.m., the Board convened Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtle A. Open Government, Chapter 551. Open Meeting, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections.

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

b. San Angelo Chamber of Commerce Performance Agreement

No action was taken

At 10:58 a.m., the Board reconvened

7. Follow Up and Administrative Issues

a. Consideration and possible action of items discussed in Closed Session, if needed
b. Announcements and consideration of Future Agenda Items

No announcements or future agenda items were discussed.

8. Adjournment

Motion: Director Freeze made a motion, seconded by Second Vice President Dr. Cummings to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting adjourned by consensus at 10:59 a.m.

THE CITY OF SAN ANGELO

_____
Corporation President

ATTEST:

_____
Corporation Secretary

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Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider approving the necessary corporation disbursement

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Disbursement 10-28-2020 Disbursement 10-28-2020.pdf

Presentation:

Approvals/Reviews:

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

City of San Angelo Development Corporation
Check Disbursements
For Board Approval October 28, 2020

Economic Development				
Reece Albert Inc,	$	504,162.81	Gateway Addn 2.1 (Inv 11546 & 11547)	*Ck. 5213*
SA Chamber of Commerce		62,500.00	Qtly - Marketing & Recruitment (Inv. Oct 2020)	*Ck. 5226*
First Title Co.		3,739.00	Closing Land - 180.542 acres	*Ck. 5228*
SKG Engineering		3,594.00	Const. material testing (Inv. 1166Aug20)	*Ck. 5223*
Downtown San Angelo, Inc.		3,400.00	Purchase 2 sheep statues (Inv. 64310)	
Parkhill		3,388.77	Prof Serv from July 1-31, 2020 (Inv. 1940617.00-24 & 1940617.00-25)	*Ck. 5224*
By the Stream Media, LLC		2,500.00	Video Prod. - Indust Park Video (Inv.BTSM 1592)	
SA Chamber of Commerce		1,500.00	Sponsorship - 2020 W TX Moving Forward Conf. (Inv. 90846)	*Ck. 5182*
JR Silva Tree Service & Landscaping		1,044.00	Landscaping serv at BRC & Indust Park (Inv. 3061 & 3062)	*Ck. 5221*
Total for Board Consideration	**$**	**585,828.58**		
Standard Times	$	866.15	Legal notices (Ad 4372323 & 4390900)	
Russ Wallace		596.00	IT serv for Business Factory (Inv. 1012)	*Ck. 5227*
Clare's Heating & Air Conditioning		531.00	Replace air unit covers damage from storm (Inv. 6956)	
TEDC		360.00	Register 3 - Sales Tax Workshop (Inv 12112, 12113, & 12134)	
Staples		180.16	Office supplies (Inv. 3457732903 & 3457732905)	
CTWP		136.33	Qtrly Overage copier charges (Inv. 1195262)	*Ck. 5218*
House of Chemicals		122.72	BRC paper supplies (Inv 567701)	*Ck. 5202*
MC Electric		121.77	Replace bulbs at BRC (Inv. 999)	*Ck. 5222*
CTWP		121.76	Copier Lease for Eco Dev (Inv. 1189293)	*Ck. 5209*
Canon		114.74	Copier lease for Business Factory (Inv. 21873895)	*Ck. 5217*
House of Chemicals		113.59	BRC Cleaning supplies (Inv. 568150)	*Ck. 5212*
Atmos Energy		88.20	Gas Utilities at BRC	
Angelo Water Serv Co		84.15	Water deliver and cooler rental (Inv. 7005/2009)	*Ck. 5216*
MDK Services		79.00	Qtrly pest control at BRC (Inv. 31867)	
Atmos Energy		67.07	Gas Utilities at BRC	*Ck. 5169*
House of Chemicals		36.54	Trash Bags for BRC (Inv. 568512)	*Ck. 5220*
Republic Services		28.67	Trash services for BRC (Inv. 0691-000987348)	*Ck. 5225*
Atmos Energy		82.62	Gas Utilities at BRC	
	$	**3,730.47**		
Total Economic Development Disbursements	**$**	**589,559.05**		
Ballot				
First Title Company	$	36,204.60	Mortgage buy down assistance - 222 E. 22nd	*Ck. 2006*
Total for Board Consideration	**$**	**36,204.60**		
Total Routine Disbursements	**$**	**-**		
Total Ballot Disbursements	**$**	**36,204.60**		
Grand Total Disbursements this Period	**$**	**625,763.65**		

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider authorizing the Board President to negotiate and execute an Alarm Monitoring Agreement and Addendum, and a Service Agreement with Ener-Tel Services l, LLC , in substantially the attached form approved by the City Attorney for security services at the Business Resource Center, 69 N. Chadbourne, San Angelo, Texas 76903.

Summary/History:

Current Ener-Tel agreement is with the City of San Angelo. Services at the Business Resource Center were allowed to be added under COSA agreement.
It was decided that COSADC needed to have a separate agreement with Ener-Tel effective new fiscal year 2021.

Financial Impact:

Burglar and fire alarm cost already budgeted. No need for budget amendment.

Other Information/Recommendation:

Attachments:

1.	COS DC Fire Alarm Monitoring Agreement	COS DC Fire Alarm Monitoring Agreement.pdf
2.	COSA Development Corperation - Contract	COSA Development Corperation - Contract.pdf
3.	COSA Development Corporation Fire Alarm and Fire Sprinkler Inspection Agreement	COSA Development Corporation Fire Alarm and Fire Sprinkler Inspection Agreement.pdf
4.	Service Agreement - COSA Development Corperation	Service Agreement - COSA Development Corperation.pdf
5.	20-1114_COSADC_ENER-TEL_ALARM_ADDENDUM	20-1114_COSADC_ENER-TEL_ALARM_ADDENDUM.docx

Presentation:

Approvals/Reviews:

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

Alarm Monitoring Agreement

This agreement is made **9/30/2020** between Ener-Tel Services I, LLC, hereinafter called "Ener-Tel", "Company", "We", or "Us", and **COSA Business Development Corporation** hereinafter called "Subscriber", "Customer", or "You", for services indicated below to be provided at the location under "Site Information" hereinafter referred to as "Premises".

Customer Information

COSA Development Corporation
Customer Name

69 N. Chadbourne St.
Mailing Address

San Angelo	**TX**	**76903**
City	State	Zip

325-653-7197
Phone Number

nora.nevarez@cosatx.us
Email Address

Premise Information

COSA Development Corporation
Premise Name

69 N. Chadbourne St.
Premise Address

San Angelo	**TX**	**76903**
Premise City	Premise State	Premise Zip

325-653-7197
Premise Phone Number

Premise Phone Number 2

Installed Equipment

A. SYSTEM: Ener-Tel agrees to provide monitoring service, without liability and not as an insurer, for the alarm system, hereinafter referred to as the "system", set forth below under SYSTEM DESCRIPTION.

B. SYSTEM DESCRIPTION:

Renewal
Account Type

Referred By

Description	Price

Description	Price

Installed Equipment Cont.

Description	Price

Special Order Equipment	Price

Qty.	Miles	Price

Subtotal

Promotions and Discounts

Final Subtotal

Taxes

Total Installation Price

You acknowledge that: (a) We have explained the full range of protection, equipment, and services available to You, (b) additional protection over and above that provided herein is available and may be obtained from Us at an additional cost to you and (c) You desire and have contracted for only the equipment and services itemized on this Agreement. We are not a security consultant.

Services

Commercial
Type of Premise

Fire
Type of System

5 Years
Term of Service

Service Description	Monthly Rate

Interactive Service Description	Monthly Rate

Other	Monthly Rate
COSA Fire Alarm Monitoring	$28.00

Total Recurring Service Charge **$28.00**
Plus Sales Tax

Emergency Dispatch Information

San Angelo
Police Department

(325) 657-4315
Phone Number

San Angelo
Fire Department

(325) 657-4315
Phone Number

San Angelo
Medical/Ambulance

(325) 657-4315
Phone Number

Emergency Dispatch Information

In the event of an alarm, list in order of preference, those individuals who should be called. Those listed may need to meet the authorities in response to an alarm signal, so they need access to the monitored location and a password; as well as an alarm code. Passwords must be no more than 10 characters in length and may not contain any punctuation, spaces, offensive language, or non-standard spelling. Check yes next to the Emergency Call Verification (ECV) to indicate which individuals should be called BEFORE dispatching the authorities. At least one individual must be selected. These individuals are authorized by you to CANCEL the alarm with the Central Station.

Contact Name	Password	Phone Number	ECV (Contact before Dispatch - Y/N)
Premise		*325-653-7197*	
Nora Nevarez		325-234-7865	
Guy Andrews		325-262-1245	

Special Instructions for Monitoring Center: _____

Payment Method

Installation Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft ☐ Financing*
☐ By Invoice ☐ Collected at Signing
☐ N/A

Recurring Service Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft
☐ By Invoice** ☐ Collected at Signing
☐ Card on file ending in _____

Bill Cycle: ☐ Monthly ☐ Quarterly ☐ Bi-Annual ☐ Annual

☐ I would like to receive emails of my invoices to the email address provided: _____

**Financing is available through a third party and is not the responsibility of Ener-Tel Services I, LLC.*

***Payment By Invoice will be an extra $2.00 per bill.*

Bank Draft

Account Type: ☐ Savings ☐ Checking

Name of Bank _____
Routing Number _____
Account Number _____
Name on Bank Account _____
Account Mailing Address _____
City _____ State _____ Zip _____

Credit or Debit Card

Card Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

Credit/Debit Card Number _____
Billing Zip Code _____
Expiration Date _____ CVV _____
Name as it appears on card _____

Collected at Signing

Funds Received: ☐ Cash ☐ Check
Amount _____ Check Number _____
Apply Funds To: _____

Billing Contact *(for businesses only)*

Billing Contact _____
Billing Phone _____
Billing Email _____

I hereby authorize Ener-Tel Services I, LLC to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. A $25 handling fee will be assessed for each returned transaction. I have read and fully understand the payment/billing terms and conditions as outlined in this agreement. I authorize Ener-Tel Services I, LLC to charge my credit/debit card as indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.

_____ _____
Authorized Signature Date

Cancellation Right (Residential Customer Only)

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. CUSTOMER ACKNOWLEDGES BEING

Consumer Report: Payments

You authorize us to obtain a NON-INVESTIGATIVE CONSUMER REPORT about you from a consumer-reporting agency at any time during the term. All charges are payable in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing the day monitoring services begin and continuing monthly thereafter, all payments being due on the first of the month. The charge for monitoring services for the installation month will be prorated from installation date to the end of the current month. This charge is due upon receipt and payment will be processed at that time. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for

Full Agreement/Severability/Conflicting Documents

This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except Ener-Tel's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims

Term of Agreement: Renewal Increase

The term of this agreement is as shown on page 2 and shall automatically renew annually thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term by completing the appropriate form. If terminated, this agreement ends on the last day of the then-current term. Ener-Tel shall be permitted, from time to time to increase the monitoring charge

False Alarms/Permit Fees

Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Ener-Tel for any fines relating to permits or false alarms. Ener-Tel shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should Ener-Tel be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Ener-Tel for such service or material.

Terms and Conditions

1. ADDITIONAL CHARGES: A $15 late payment fee or a 1.5% per month late charge will apply to any balances not paid by the due date. A $25 handling fee will be assessed for each returned check or ACH (bank draft) transaction. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay to us any increases in our cost for facilities used for transmitting alarm signals under this agreement. You agree to pay a service charge if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions; failed to properly lock or close a window, door, or other protected point; or improperly adjusted CCTV cameras, monitors or accessories**. 2. YOUR EARLY TERMINATION OF THIS AGREEMENT:** You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for payment. **3. COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF ENER-TEL:** Ener-Tel shall install and program the Communication System, consisting of communication software and radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of Ener-Tel and shall not be considered a fixture, or an addition to, alternation, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by Ener-Tel. Communication software is part of the instrument panel programmed to transmit a signal. The passcode to CPU software remains property of Ener-Tel. Provided Subscriber performs this agreement for the full term thereof, upon termination Ener-Tel shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. **4. COMMUNICATION FACILITIES:** A. AUTHORIZATION. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission services or facilities under this agreement (referred to as "Telephone Company"). B. DIGITAL COMMUNICATOR. You understand that a digital communicator, if installed under this agreement, uses standard telephone lines for sending signals, which eliminates the need for a dedicated telephone line and the cost associated with such dedicated lines. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOICE OVER IP, ETC.) IS BEING USED. C. DERIVED LOCAL CHANNEL. The telephone company's services provided to you in connection with our services may include derived local channel service. Such service may be provided under the Telephone Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. You agree that the Telephone Company's liability is limited to the same extent our liability is limited in Paragraphs 10, 11, 12, and 13 of this agreement. D. RADIO AND CELLULAR INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio or cellular frequency method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. If a Radio Frequency or Cellular Frequency is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center. **5. SMOKE DETECTOR AND OTHER WARNINGS:** Our electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. If there is any fire, the electricity may cut off before the alarm can function; if so, the alarm will not sound, and the alarm signal will not be transmitted. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuitry can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our battery-powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors, if installed under this agreement, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE AND THE ALARM WILL NOT SOUND IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF**. 6. CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, Ener-Tel or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of Ener-Tel or Ener-Tel's designee central office and Ener-Tel does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of Ener-Tel and are not maintained by Ener-Tel except Ener-Tel may own the radio network, and Ener-Tel shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment.

Subscriber agrees to furnish Ener-Tel with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Ener-Tel in writing. Subscriber authorizes Ener-Tel to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to view cameras or monitor sound then upon receipt of an alarm signal central office shall view cameras and monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests Ener-Tel to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay Ener-Tel $90.00 for each such service. Ener-Tel may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. **7. LIMITED WARRANTY:** During the first three (3) months after installation, we will repair or, at our option, replace any defective part of the system, including wiring, and will make any needed mechanical adjustment, all at no charge to you within a 25 mile radius of an Ener-Tel office. For customers outside this radius, there will be a trip charge of $50 for each service call. We will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. **8. EXTENDED LIMITED WARRANTY:** IF YOU HAVE PURCHASED OUR Extended Limited Warranty, we will extend the Limited Warranty explained above for the term of this agreement. The Extended Limited Warranty only applies to equipment installed by us or tested and accepted by us. The Extended Limited Warranty will automatically renew for successive one (1) year terms at our then-current monthly service charge unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. **9. WARRANTY EXCLUSIONS:** We perform warranty services only during our normal working hours. IF YOU REQUEST US TO PERFORM WARRANTY SERVICES OUTSIDE OF NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY US FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY AND, IF PURCHASED, THE EXTENDED LIMITED WARRANTY DO NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE; A. Damage resulting from accidents, Acts of God or Nature, alterations or misuse; B. You fail to properly close or secure a door, window or other point protected by an alarm device; C. You fail to properly follow the operating instructions; D. Trouble in a telephone line or due to interruption of power; E. Repairs needed to exterior mounted devices, batteries; F. Alterations to your premises; G. Alterations to the systems made at your request, or made necessary by change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control. We will not perform warranty services on any device not installed by us. You must furnish the necessary electrical power through your meter at your expense to obtain warranty services. **10. REPAIRS AND PARTS REPLACEMENT:** At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty and, if purchased, the Extended Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty. **11. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** Ener-Tel does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that Ener-Tel is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Ener-Tel has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Ener-Tel's default hereunder is to require Ener-Tel to repair or replace, at Ener-Tel's option, any equipment covered by this agreement which is non-operational. **12. EXCULPATORY CLAUSE:** SUBSCRIBER AGREES THAT ENER-TEL IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE SECURITY EQUIPMENT IS DESIGNED TO REDUCE CERTAIN RISKS OF LOSS, THOUGH ENER-TEL DOES NOT GUARANTEE THAT NO LOSS WILL OCCUR. Ener-Tel is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Ener-Tel's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Ener-Tel from any claims for contribution, indemnity or subrogation. **13. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL AS A RESULT OF ENER-TEL'S NEGLIGENT PERFORMANCE TO ANY DEGREE, FAILURE TO PERFORM ANY OF ENER-TEL'S OBLIGATIONS, EQUIPMENT FAILURE OR STRICT PRODUCTS LIABILITY, THAT ENER-TEL'S LIABILITY SHALL BE LIMITED TO THE SUM OF SIX TIMES THE MONTHLY PAYMENT AT TIME LIABILITY IS FIXED OR THE SUM OF $250.00, WHICHEVER IS GREATER. If Subscriber wishes to increase Ener-Tel's maximum amount of Ener-Tel's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Ener-Tel's increased liability. This shall not be construed as insurance coverage**. 14. LIQUIDATED DAMAGES:** THE PARTIES AGREE THAT IN THE EVENT SUBSCRIBER SUFFERS DAMAGES AS A RESULT OF ENER-TEL'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ANTICIPATE OR FIX ACTUAL DAMAGES. THEREFORE, SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL, SUBSCRIBER AGREES TO ACCEPT $250.00, OR THE AMOUNT PROVIDED FOR IN PARAGRAPH 8, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES IN COMPLETE SATISFACTION OF SUCH LIABILITY AND ENER-TEL IS RELEASED AND DISCHARGED FROM ANY FURTHER LIABILITY. **15. CARE OF COMMUNICATION SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Communication System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Communication System (if installed by Ener-Tel) shall be made by Ener-Tel without additional charge. **16. ALTERATION OF PREMISES FOR INSTALLATION:** Ener-Tel is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Ener-Tel's sole discretion for the installation and service of the Communication System, and Ener-Tel shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the Communication System, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the Communication System under the terms of this agreement. **17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Ener-Tel in its sole discretion and to notify Ener-Tel of any change in such service. **18. TESTING AND SERVICE OF COMMUNICATION SYSTEM:** Communication System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Communication System and to notify Ener-Tel if it is in need of repair. Ener-Tel shall not be required to service the Communication System unless it has received notice from Subscriber, and upon such notice, Ener-Tel shall service the Communication System to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by Ener-Tel to Subscriber's alarm or security equipment shall be at Ener-Tel's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this agreement. Only the Communication System is covered by service. It shall be Subscriber's sole responsibility to maintain the security system and control panel. **19. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by Ener-Tel, the payments to be made by the Subscriber for the term of this agreement form an integral part of Ener-Tel's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix Ener-Tel's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, Ener-Tel may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should Ener-Tel refer this agreement to an attorney, Subscriber shall pay Ener-Tel's legal fees. The parties waive trial by jury in any action between them. In any action commenced by Ener-Tel against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where Ener-Tel's principal place of business is located. Any action by Subscriber against Ener-Tel must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against Ener-Tel must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Ener-Tel in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. **20. DELAY IN INSTALLATION:** Ener-Tel shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Ener-Tel's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence**. 21. FAILURE TO PAY CHARGES OR HONOR AGREEMENT:** If you fail to make any payment when due or fail to honor any other term or condition of this agreement, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services or repossessing or disabling the equipment**.**

22. CANCELLATION: We may, at any time, cancel this agreement at our option if: A. Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; B. We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or to another agency, or between our alarm monitoring center and the and the applicable fire or police department or other agency; C. You fail to follow our recommendations to repair or replace any defective parts or the system not covered under the Limited Warranty or Service/Maintenance Agreement, if purchased; D. You fail to follow our operating instructions for the system; E. We determine that it is impractical to continue service due to the modifications or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment or for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this agreement with or without notice at our option if: A. You fail to pay any monies when due under this agreement; B. You fail to comply with any other term or condition of this agreement; or C. You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination. **23. MILITARY CLAUSE:** Under the following circumstances, you may terminate this agreement without penalty by giving us written notice if: A. you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area, or if you are relieved from active duty (subject to the exception noted below); or B. you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive housing allowance from the military. In either case, termination notice will effectively terminate this agreement the later of: A. thirty (30) days after you provide us written notice, or B. the end of the calendar month following the effective date of your deployment or station change. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. **24. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Ener-Tel is named as insured, and under which the insurer agrees to indemnify and hold Ener-Tel harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Ener-Tel's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. Ener-Tel shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. **25. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS ENER-TEL, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD PARTIES OR SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY ENER-TEL'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Ener-Tel or Ener-Tel's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of Ener-Tel. Ener-Tel shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment. **26. ENER-TEL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that Ener-Tel is authorized and permitted to subcontract any services to be provided by Ener-Tel to third parties who may be independent of Ener-Tel, and that Ener-Tel shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints Ener-Tel to act as Subscriber's agent with respect to such third parties, except that Ener-Tel shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Ener-Tel's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of Ener-Tel. **27. ELECTRONIC MEDIA:** You agree that we may convert this agreement into an electronic. You also agree that, in the event of any dispute or litigation, a copy of this agreement produced from any such electronic media may serve as the exclusive original. **28. LIEN LAW:** Ener-Tel or any subcontractor engaged by Ener-Tel to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien law. **29. OPEN/CLOSE MONITORING SERVICE:** If selected as an optional service by you, on this agreement, you agree to furnish to us forthwith a list of the names of all persons authorized to enter your premises during the regularly scheduled closed periods. Such persons shall be supplied by us with an access number. You agree to furnish us forthwith with an authorized daily open and closed schedule in writing. All changes, revisions and modifications to the above shall be supplied to us in writing. We, our agents or assigns, upon receipt of an opening signal from your premises during a closed period as specified by the schedule furnished by you, shall, without warranty, make every reasonable effort to transmit a burglar alarm signal to the Public Police Department and to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, within two (2) minutes before or after, receipt of such opening signal, and an entry into your premises by any person using an authorized access number. In the event that no closing signal is received from your premises on or before the beginning of a scheduled closed period, we, our agents or assigns, shall without warranty, make every reasonable effort to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, prior to the scheduled closed period, of a late closing by a person using an authorized access number**. 30. MONTHLY ACTIVITY REPORTING SERVICE:** If selected as an optional service by you, as indicated under SERVICES on page 2 of this agreement, we, our agents or assigns, shall, without warranty, furnish, to you at the address specified in writing by you, a monthly record of all signals received by us from your premises. **31. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Ener-Tel assigned by Ener-Tel to perform any service for or on behalf of Subscriber for a period of two years after Ener-Tel has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Ener-Tel shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with Ener-Tel, times twelve, together with Ener-Tel's counsel and expert witness fees. 32. Regulated By: The Texas Department of Public Safety Private Security Bureau, Complaints Directed To: P.O. Box 4087, Austin, TX 78773-0001, (512) 424-7293 or private_security_bureau@dps.texas.gov, License No: B04140401.

Customer Signature	Date	Ener-Tel Representative Signature	Date
		Michael Estes	
Customer Printed Name		Ener-Tel Representative Printed Name	
Customer Social Security Number/Tax I.D.			

Ener-Tel Services I, LLC, 1911 S. Bryant Blvd., San Angelo, TX 76903 (325) 658-8375
License B04140401 ACR-2172540 SCR-G-2286903

National Monitoring Center, 25341 Commercentre Drive, Lake Forest, CA 72630 (800) 662-1711
License B-13486 ACR-2919

Licensed by the Texas Dept. of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78752 (512) 424-

Ener-Tel Services I, LLC

Alarm Monitoring Agreement

This agreement is made **10/1/2020** between Ener-Tel Services I, LLC, hereinafter called "Ener-Tel", "Company", "We", or "Us", and **COSA Development Corperation** hereinafter called "Subscriber", "Customer", or "You", for services indicated below to be provided at the location under "Site Information" hereinafter referred to as "Premises".

Customer Information

COSA Development Corperation
Customer Name

69 N Chadbourne
Mailing Address

San Angelo	**TX**	**76903**
City	State	Zip

325-653-7197
Phone Number

nora.nevarez@cosatx.us
Email Address

Premise Information

COSA Development Corperation
Premise Name

69 N Chadbourne
Premise Address

San Angelo	**TX**	**76903**
Premise City	Premise State	Premise Zip

325-653-7197
Premise Phone Number

Premise Phone Number 2

Installed Equipment

A. SYSTEM: Ener-Tel agrees to provide monitoring service, without liability and not as an insurer, for the alarm system, hereinafter referred to as the "system", set forth below under SYSTEM DESCRIPTION.

B. SYSTEM DESCRIPTION:

Renewal
Account Type

Referred By

Description	Price

Description	Price

Installed Equipment Cont.

Description	Price

Special Order Equipment	Price

Qty.	Miles	Price

Subtotal	
Promotions and Discounts	
Final Subtotal	
Taxes	
Total Installation Price	

You acknowledge that: (a) We have explained the full range of protection, equipment, and services available to You, (b) additional protection over and above that provided herein is available and may be obtained from Us at an additional cost to you and (c) You desire and have contracted for only the equipment and services itemized on this Agreement. We are not a security consultant.

Services

Commercial
Type of Premise

Burglar
Type of System

5 Years
Term of Service

Service Description	Monthly Rate
Base Monitoring Rate	$30.00
GSM Secondary (Monthly Supervision)	$5.00
Service Agreement with Labor and Parts (for Renewals/Takeovers)	$12.00

Interactive Service Description	Monthly Rate
Smart Security	Included

Other	Monthly Rate
COSA contract	$3.00

Total Recurring Service Charge **$44.00**
Plus Sales Tax

Emergency Dispatch Information

San Angelo
Police Department

(325) 657-4315
Phone Number

San Angelo
Fire Department

(325) 657-4315
Phone Number

San Angelo
Medical/Ambulance

(325) 657-4315
Phone Number

Emergency Dispatch Information

In the event of an alarm, list in order of preference, those individuals who should be called. Those listed may need to meet the authorities in response to an alarm signal, so they need access to the monitored location and a password; as well as an alarm code. Passwords must be no more than 10 characters in length and may not contain any punctuation, spaces, offensive language, or non-standard spelling. Check yes next to the Emergency Call Verification (ECV) to indicate which individuals should be called BEFORE dispatching the authorities. At least one individual must be selected. These individuals are authorized by you to CANCEL the alarm with the Central Station.

Contact Name	Password	Phone Number	ECV (Contact before Dispatch - Y/N)
Premise		*325-653-7197*	

Special Instructions for Monitoring Center: _____

Payment Method

Installation Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft ☐ Financing*

☐ By Invoice ☐ Collected at Signing

☐ N/A

Recurring Service Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft

☐ By Invoice** ☐ Collected at Signing

☐ Card on file ending in _____

Bill Cycle: ☐ Monthly ☐ Quarterly ☐ Bi-Annual ☐ Annual

☐ I would like to receive emails of my invoices to the email address provided: _____

**Financing is available through a third party and is not the responsibility of Ener-Tel Services I, LLC.*

***Payment By Invoice will be an extra $2.00 per bill.*

Bank Draft

Account Type: ☐ Savings ☐ Checking

Name of Bank _____

Routing Number _____

Account Number _____

Name on Bank Account _____

Account Mailing Address _____

City _____ State _____ Zip _____

Credit or Debit Card

Card Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

Credit/Debit Card Number _____

Billing Zip Code _____

Expiration Date _____ CVV _____

Name as it appears on card _____

Collected at Signing

Funds Received: ☐ Cash ☐ Check

Amount _____ Check Number _____

Apply Funds To: _____

Billing Contact *(for businesses only)*

Billing Contact _____

Billing Phone _____

Billing Email _____

I hereby authorize Ener-Tel Services I, LLC to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. A $25 handling fee will be assessed for each returned transaction. I have read and fully understand the payment/billing terms and conditions as outlined in this agreement. I authorize Ener-Tel Services I, LLC to charge my credit/debit card as indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.

_____

Authorized Signature Date

Cancellation Right (Residential Customer Only)

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. CUSTOMER ACKNOWLEDGES BEING

Consumer Report: Payments

You authorize us to obtain a NON-INVESTIGATIVE CONSUMER REPORT about you from a consumer-reporting agency at any time during the term. All charges are payable in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing the day monitoring services begin and continuing monthly thereafter, all payments being due on the first of the month. The charge for monitoring services for the installation month will be prorated from installation date to the end of the current month. This charge is due upon receipt and payment will be processed at that time. Our alarm monitoring and notification services will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for

Full Agreement/Severability/Conflicting Documents

This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except Ener-Tel's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims

Term of Agreement: Renewal Increase

The term of this agreement is as shown on page 2 and shall automatically renew annually thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term by completing the appropriate form. If terminated, this agreement ends on the last day of the then-current term. Ener-Tel shall be permitted, from time to time to increase the monitoring charge

False Alarms/Permit Fees

Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Ener-Tel for any fines relating to permits or false alarms. Ener-Tel shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should Ener-Tel be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Ener-Tel for such service or material.

Terms and Conditions

1. ADDITIONAL CHARGES: A $15 late payment fee or a 1.5% per month late charge will apply to any balances not paid by the due date. A $25 handling fee will be assessed for each returned check or ACH (bank draft) transaction. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay to us any increases in our cost for facilities used for transmitting alarm signals under this agreement. You agree to pay a service charge if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions; failed to properly lock or close a window, door, or other protected point; or improperly adjusted CCTV cameras, monitors or accessories**. 2. YOUR EARLY TERMINATION OF THIS AGREEMENT:** You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for payment. **3. COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF ENER-TEL:** Ener-Tel shall install and program the Communication System, consisting of communication software and radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of Ener-Tel and shall not be considered a fixture, or an addition to, alternation, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by Ener-Tel. Communication software is part of the instrument panel programmed to transmit a signal. The passcode to CPU software remains property of Ener-Tel. Provided Subscriber performs this agreement for the full term thereof, upon termination Ener-Tel shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. **4. COMMUNICATION FACILITIES:** A. AUTHORIZATION. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission services or facilities under this agreement (referred to as "Telephone Company"). B. DIGITAL COMMUNICATOR. You understand that a digital communicator, if installed under this agreement, uses standard telephone lines for sending signals, which eliminates the need for a dedicated telephone line and the cost associated with such dedicated lines. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOICE OVER IP, ETC.) IS BEING USED. C. DERIVED LOCAL CHANNEL. The telephone company's services provided to you in connection with our services may include derived local channel service. Such service may be provided under the Telephone Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. You agree that the Telephone Company's liability is limited to the same extent our liability is limited in Paragraphs 10, 11, 12, and 13 of this agreement. D. RADIO AND CELLULAR INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio or cellular frequency method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. If a Radio Frequency or Cellular Frequency is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center. **5. SMOKE DETECTOR AND OTHER WARNINGS:** Our electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. If there is any fire, the electricity may cut off before the alarm can function; if so, the alarm will not sound, and the alarm signal will not be transmitted. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuitry can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our battery-powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors, if installed under this agreement, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE AND THE ALARM WILL NOT SOUND IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF**. 6. CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, Ener-Tel or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of Ener-Tel or Ener-Tel's designee central office and Ener-Tel does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of Ener-Tel and are not maintained by Ener-Tel except Ener-Tel may own the radio network, and Ener-Tel shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment.

Subscriber agrees to furnish Ener-Tel with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Ener-Tel in writing. Subscriber authorizes Ener-Tel to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to view cameras or monitor sound then upon receipt of an alarm signal central office shall view cameras and monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests Ener-Tel to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay Ener-Tel $90.00 for each such service. Ener-Tel may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. **7. LIMITED WARRANTY:** During the first three (3) months after installation, we will repair or, at our option, replace any defective part of the system, including wiring, and will make any needed mechanical adjustment, all at no charge to you within a 25 mile radius of an Ener-Tel office. For customers outside this radius, there will be a trip charge of $50 for each service call. We will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. **8. EXTENDED LIMITED WARRANTY:** IF YOU HAVE PURCHASED OUR Extended Limited Warranty, we will extend the Limited Warranty explained above for the term of this agreement. The Extended Limited Warranty only applies to equipment installed by us or tested and accepted by us. The Extended Limited Warranty will automatically renew for successive one (1) year terms at our then-current monthly service charge unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. **9. WARRANTY EXCLUSIONS:** We perform warranty services only during our normal working hours. IF YOU REQUEST US TO PERFORM WARRANTY SERVICES OUTSIDE OF NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY US FOR THE SERVICES AT OUR THEN APPLICABLE RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY AND, IF PURCHASED, THE EXTENDED LIMITED WARRANTY DO NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE; A. Damage resulting from accidents, Acts of God or Nature, alterations or misuse; B. You fail to properly close or secure a door, window or other point protected by an alarm device; C. You fail to properly follow the operating instructions; D. Trouble in a telephone line or due to interruption of power; E. Repairs needed to exterior mounted devices, batteries; F. Alterations to your premises; G. Alterations to the systems made at your request, or made necessary by change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control. We will not perform warranty services on any device not installed by us. You must furnish the necessary electrical power through your meter at your expense to obtain warranty services. **10. REPAIRS AND PARTS REPLACEMENT:** At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty and, if purchased, the Extended Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty. **11. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** Ener-Tel does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that Ener-Tel is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Ener-Tel has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Ener-Tel's default hereunder is to require Ener-Tel to repair or replace, at Ener-Tel's option, any equipment covered by this agreement which is non-operational. **12. EXCULPATORY CLAUSE:** SUBSCRIBER AGREES THAT ENER-TEL IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. THE SECURITY EQUIPMENT IS DESIGNED TO REDUCE CERTAIN RISKS OF LOSS, THOUGH ENER-TEL DOES NOT GUARANTEE THAT NO LOSS WILL OCCUR. Ener-Tel is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Ener-Tel's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Ener-Tel from any claims for contribution, indemnity or subrogation. **13. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL AS A RESULT OF ENER-TEL'S NEGLIGENT PERFORMANCE TO ANY DEGREE, FAILURE TO PERFORM ANY OF ENER-TEL'S OBLIGATIONS, EQUIPMENT FAILURE OR STRICT PRODUCTS LIABILITY, THAT ENER-TEL'S LIABILITY SHALL BE LIMITED TO THE SUM OF SIX TIMES THE MONTHLY PAYMENT AT TIME LIABILITY IS FIXED OR THE SUM OF $250.00, WHICHEVER IS GREATER. If Subscriber wishes to increase Ener-Tel's maximum amount of Ener-Tel's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Ener-Tel's increased liability. This shall not be construed as insurance coverage**. 14. LIQUIDATED DAMAGES:** THE PARTIES AGREE THAT IN THE EVENT SUBSCRIBER SUFFERS DAMAGES AS A RESULT OF ENER-TEL'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ANTICIPATE OR FIX ACTUAL DAMAGES. THEREFORE, SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ENER-TEL, SUBSCRIBER AGREES TO ACCEPT $250.00, OR THE AMOUNT PROVIDED FOR IN PARAGRAPH 8, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES IN COMPLETE SATISFACTION OF SUCH LIABILITY AND ENER-TEL IS RELEASED AND DISCHARGED FROM ANY FURTHER LIABILITY. **15. CARE OF COMMUNICATION SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Communication System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Communication System (if installed by Ener-Tel) shall be made by Ener-Tel without additional charge. **16. ALTERATION OF PREMISES FOR INSTALLATION:** Ener-Tel is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Ener-Tel's sole discretion for the installation and service of the Communication System, and Ener-Tel shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the Communication System, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the Communication System under the terms of this agreement. **17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Ener-Tel in its sole discretion and to notify Ener-Tel of any change in such service. **18. TESTING AND SERVICE OF COMMUNICATION SYSTEM:** Communication System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Communication System and to notify Ener-Tel if it is in need of repair. Ener-Tel shall not be required to service the Communication System unless it has received notice from Subscriber, and upon such notice, Ener-Tel shall service the Communication System to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by Ener-Tel to Subscriber's alarm or security equipment shall be at Ener-Tel's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this agreement. Only the Communication System is covered by service. It shall be Subscriber's sole responsibility to maintain the security system and control panel. **19. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by Ener-Tel, the payments to be made by the Subscriber for the term of this agreement form an integral part of Ener-Tel's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix Ener-Tel's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, Ener-Tel may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should Ener-Tel refer this agreement to an attorney, Subscriber shall pay Ener-Tel's legal fees. The parties waive trial by jury in any action between them. In any action commenced by Ener-Tel against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where Ener-Tel's principal place of business is located. Any action by Subscriber against Ener-Tel must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against Ener-Tel must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Ener-Tel in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. **20. DELAY IN INSTALLATION:** Ener-Tel shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Ener-Tel's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence**. 21. FAILURE TO PAY CHARGES OR HONOR AGREEMENT:** If you fail to make any payment when due or fail to honor any other term or condition of this agreement, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping to provide the alarm monitoring and notification services or repossessing or disabling the equipment**.**

22. CANCELLATION: We may, at any time, cancel this agreement at our option if: A. Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; B. We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or to another agency, or between our alarm monitoring center and the and the applicable fire or police department or other agency; C. You fail to follow our recommendations to repair or replace any defective parts or the system not covered under the Limited Warranty or Service/Maintenance Agreement, if purchased; D. You fail to follow our operating instructions for the system; E. We determine that it is impractical to continue service due to the modifications or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment or for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this agreement with or without notice at our option if: A. You fail to pay any monies when due under this agreement; B. You fail to comply with any other term or condition of this agreement; or C. You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination. **23. MILITARY CLAUSE:** Under the following circumstances, you may terminate this agreement without penalty by giving us written notice if: A. you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area, or if you are relieved from active duty (subject to the exception noted below); or B. you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive housing allowance from the military. In either case, termination notice will effectively terminate this agreement the later of: A. thirty (30) days after you provide us written notice, or B. the end of the calendar month following the effective date of your deployment or station change. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. **24. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Ener-Tel is named as insured, and under which the insurer agrees to indemnify and hold Ener-Tel harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Ener-Tel's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. Ener-Tel shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. **25. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS ENER-TEL, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD PARTIES OR SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY ENER-TEL'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Ener-Tel or Ener-Tel's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of Ener-Tel. Ener-Tel shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment. **26. ENER-TEL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that Ener-Tel is authorized and permitted to subcontract any services to be provided by Ener-Tel to third parties who may be independent of Ener-Tel, and that Ener-Tel shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints Ener-Tel to act as Subscriber's agent with respect to such third parties, except that Ener-Tel shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Ener-Tel's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of Ener-Tel. **27. ELECTRONIC MEDIA:** You agree that we may convert this agreement into an electronic. You also agree that, in the event of any dispute or litigation, a copy of this agreement produced from any such electronic media may serve as the exclusive original. **28. LIEN LAW:** Ener-Tel or any subcontractor engaged by Ener-Tel to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien law. **29. OPEN/CLOSE MONITORING SERVICE:** If selected as an optional service by you, on this agreement, you agree to furnish to us forthwith a list of the names of all persons authorized to enter your premises during the regularly scheduled closed periods. Such persons shall be supplied by us with an access number. You agree to furnish us forthwith with an authorized daily open and closed schedule in writing. All changes, revisions and modifications to the above shall be supplied to us in writing. We, our agents or assigns, upon receipt of an opening signal from your premises during a closed period as specified by the schedule furnished by you, shall, without warranty, make every reasonable effort to transmit a burglar alarm signal to the Public Police Department and to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, within two (2) minutes before or after, receipt of such opening signal, and an entry into your premises by any person using an authorized access number. In the event that no closing signal is received from your premises on or before the beginning of a scheduled closed period, we, our agents or assigns, shall without warranty, make every reasonable effort to notify you or your designated representative by calling the telephone number supplied to us in writing by you, unless notified by telephone, prior to the scheduled closed period, of a late closing by a person using an authorized access number**. 30. MONTHLY ACTIVITY REPORTING SERVICE:** If selected as an optional service by you, as indicated under SERVICES on page 2 of this agreement, we, our agents or assigns, shall, without warranty, furnish, to you at the address specified in writing by you, a monthly record of all signals received by us from your premises. **31. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Ener-Tel assigned by Ener-Tel to perform any service for or on behalf of Subscriber for a period of two years after Ener-Tel has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Ener-Tel shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with Ener-Tel, times twelve, together with Ener-Tel's counsel and expert witness fees. 32. Regulated By: The Texas Department of Public Safety Private Security Bureau, Complaints Directed To: P.O. Box 4087, Austin, TX 78773-0001, (512) 424-7293 or private_security_bureau@dps.texas.gov, License No: B04140401.

Customer Signature	Date	Ener-Tel Representative Signature	Date
		Carrie Maier	
Customer Printed Name		Ener-Tel Representative Printed Name	
Customer Social Security Number/Tax I.D.			

Ener-Tel Services I, LLC, 1911 S. Bryant Blvd., San Angelo, TX 76903 (325) 658-8375
License B04140401 ACR-2172540 SCR-G-2286903

National Monitoring Center, 25341 Commercentre Drive, Lake Forest, CA 72630 (800) 662-1711
License B-13486 ACR-2919

Licensed by the Texas Dept. of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78752 (512) 424-

Ener-Tel
Security - Fire - Automation

Standard Fire Alarm and Fire Sprinkler Inspection Agreement

This agreement is made 9/30/20 between Ener-Tel Services I, LLC, hereinafter called "Ener-Tel", "Company", "We", or "Us", and COSA Business Development Corporation hereinafter called "Subscriber", "Customer", or "You", for services indicated below to be provided at the location under "Site Information" hereinafter referred to as "Premises".

Customer Information

COSA Development Corporation		
Customer Name		
69 N. Chadbourne St.		
Mailing Address		
San Angelo	TX	76903
City	State	Zip
325-659-7197		
Phone Number		
nora.nevarez@cosatx.us		
Email Address		

Premise Information

COSA Development Corporation		
Premise Name		
69 N. Chadbourne St.		
Premise Address		
San Angelo	TX	76903
Premise City	Premise State	Premise Zip
325-659-7197		
Premise Phone Number		
Premise Phone Number 2		

Inspection Services

The total amount is per year and will be invoiced upon completion of each inspection. Payments are due upon receipt of invoice. This test includes travel and labor. This test does not include troubleshooting, replacement parts, or service on the fire alarm or fire sprinkler systems. Ener-Tel Services I, LLC does carry replacement parts or can order replacement parts to repair or replace any items as needed. Below is a breakdown of rates for these inspections.

Inspection Description	Annual Price
Annual/Semi-Annual Fire Alarm Inspections	$ 560.00
Annual Fire Sprinkler Inspections	$ 500.00
Annual Fire Sprinkler Backflow Inspections	$ 180.00
Total Annual Price:	$ 1,240.00

Terms of Service: ☑ **3 Year** ☐ **5 Year** ☐ **Others** _____

NOTICE: Ener-Tel makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not Ener-Tel's responsibility to apply for any permits or fees in connection with such equipment. The law requires and Ener-Tel recommends that Subscriber install a Fire Alarm System to code with plans and specifications by an architect or professional engineer, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by Ener-Tel are not additional equipment which would require AHJ approval.

Payment Method

Recurring Service Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft ☐ Paper Billing ☐ Collected at Signing

Billing Cycle: ☐ Annual ☐ Bi-Annual ☐ Quarterly ☐ Monthly

☐ I would like to receive emails of my invoices to the email address provided _____

Bank Draft

Account Type: ☐ Savings ☐ Checking

_____
Name of Bank

_____
Routing Number

_____
Account Number

_____
Name on Bank Account

_____
Account Mailing Address

_____
City State Zip

Credit or Debit Card

Card Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

_____
Credit/Debit Card Number

_____
Billing Zip Code

_____
Expiration Date

_____
CVV

_____
Name as it Appears on Card

Collected at Signing

Funds Received: ☐ Cash ☐ Check

_____
Amount

_____
Check Number

I hereby authorize Ener-Tel Services I, LLC to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. A $25 handling fee will be assessed for each returned transaction. I have read and fully understand the payment/billing terms and conditions as outlined in this agreement. I authorize Ener-Tel Services I, LLC to charge my credit/debit card as indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.

_____ _____
Authorizing Signature Date

1. INSPECTIONS: Inspection service includes testing of all components to insure proper working order. Ener-Tel will notify subscriber in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection.
2. TERM OF AGREEMENT: RENEWALS: This agreement shall renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Termination shall comply with local law.
3. INCREASES OF YEARLY CHARGE: After the expiration of one year from the date hereof Ener-Tel shall be permitted from time to time to increase the charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.
4. DELAY IN INSTALLATION/ALTERATION OF PREMISES FOR INSTALLATION: Ener-Tel shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Ener-Tel's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence Ener-Tel is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Ener-Tel's sole discretion for the installation and service of the equipment, and Ener-Tel shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.
5. TESTING OF SYSTEM: The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify Ener-Tel if any equipment is in need of repair. Ener-Tel shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, Ener-Tel shall, during the warranty period or if service has been contracted under this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the equipment and to advise Ener-Tel of any defect, error or omission in the equipment.
6. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by Ener-Tel.
7. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Ener-Tel for any fines relating to permits or false alarms. Ener-Tel shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should Ener-Tel be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Ener-Tel for such service or material.
8. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless Ener-Tel, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by Ener-Tel's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Ener-Tel or Ener-Tel's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of Ener-Tel. Ener-Tel shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.
9. EXCULPATORY CLAUSE: Ener-Tel and Subscriber agree that the equipment, once installed, becomes the personal property of the Subscriber; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Subscriber agrees that Ener-Tel is not an insurer and no insurance coverage is offered herein. The equipment is designed to reduce certain risks of loss, though Ener-Tel does not guarantee that no loss will occur. Ener-Tel is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of fire, smoke or water, equipment failure, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Ener-Tel'S negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Ener-Tel from any claims for contribution, indemnity or subrogation.
10. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, fire insurance under which Ener-Tel and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold Ener-Tel harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Ener-Tel's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage in an amount necessary to indemnify Subscriber for property on its premises. Ener-Tel shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.
11. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of Ener-Tel as a result of Ener-Tel'S negligent performance to any degree, failure to perform any of Ener-Tel'S obligations, equipment failure or strict products liability, that Ener-Tel'S liability shall be limited to the sum of $250.00 or 5% of the sales price, whichever is greater. If Subscriber wishes to increase Ener-Tel'S maximum amount of Ener-Tel'S limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with Ener-Tel'S increased liability. This shall not be construed as insurance coverage.
12. LEGAL ACTION: In the event Ener-Tel refers this contract to an attorney, to recover any amounts owed by Subscriber to Ener-Tel, the parties agree that the amount recovered, shall include interest at the rate of 1 1/2% per month from the date payment is due, and Subscriber shall pay Ener-Tel's legal fees. The parties waive trial by jury in any action between them. In any action commenced by Ener-Tel against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against Ener-Tel must

be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Ener-Tel must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Ener-Tel in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The commencement of any action or proceeding and service of legal process or papers in any action or proceeding between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where Ener-Tel's principal place of business is located. In addition to the balance due for the purchase and installation of the equipment and any extras, the parties agree that due to the nature of the services to be provided by Ener-Tel, the payments to be made by subscriber for the term of this agreement are an integral part of Ener-Tel's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate Ener-Tel's actual damages. Therefore, in the event of subscriber's default of this agreement Subscriber shall pay to Ener-Tel 80% of the balance due for the term of this agreement as liquidated damages. Ener-Tel may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein and may notify AHJ of termination.

13. ENER-TEL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that Ener-Tel is authorized and permitted to subcontract any services to be provided by Ener-Tel to third parties who may be independent of Ener-Tel, and that Ener-Tel shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints Ener-Tel to act as Subscriber's agent with respect to such third parties, except that Ener-Tel shall not obligate Subscriber to make any payments to such third parties. Ener-Tel shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to Ener-Tel's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of Ener-Tel.

14. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Ener-Tel assigned by Ener-Tel to perform any service for or on behalf of Subscriber for a period of two years after Ener-Tel has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Ener-Tel shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with Ener-Tel, times twelve, together with Ener-Tel's counsel and expert witness fees.

15. SECURITY INTEREST/COLLATERAL: In order to secure all indebtedness or liability of Subscriber to Ener-Tel, Subscriber hereby grants and conveys to Ener-Tel a security interest in, and mortgages to Ener-Tel all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow Ener-Tel to execute in Subscriber's name a UCC-1 statement.

16. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement along with the Schedule of Equipment constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except Ener-Tel's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

17. ADDITIONAL CHARGES: A $15 late payment fee or a 1.5% per month late charge will apply to any balances not paid by the due date. A $25 handling fee will be assessed for each returned check or ACH (bank draft) transaction. You agree to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. You agree to pay us to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. You agree to pay a service charge if our representative responds to a service call at your premises.

18. OUR EARLY TERMINATION OF THIS AGREEMENT: You agree that the charges due under this agreement are based on your agreement to receive and to pay for the services for the full term of this agreement. Cancellation of this agreement does not provide relief of responsibility for payment.

Customer Signature Date	Ener-Tel Representative Signature Date
	Michael Estes
Customer Printed Name	Ener-Tel Representative Printed Name
Customer Social Security Number/Tax I. D.	

Ener-Tel
Security - Fire - Automation

Ener-Tel Services I, LLC
Service Agreement

Service Agreement dated 10/1/2020 between Ener-Tel Services I, LLC (hereinafter called "Ener-Tel") and COSA Development Corperation, (hereinafter called "Subscriber")

Customer Information

COSA Develpment Corperation
Customer Name
69 N Chadbourne
Mailing Address
San Angelo | TX | 76903
City | State | Zip
325-653-7197
Phone Number
nora.nevarez@cosatx.us
Email Address

Premise Information

COSA Development Corperation
Premise Name
69 N Chadbourne
Premise Address
San Angelo | TX | 76903
Premise City | Premise State | Premise Zip
325-653-7197
Premise Phone Number

Premise Phone Number 2

Service Agreement

Service Agreement fees specified herein shall be firm for a period of 5 (Five) Year from the commencement date of this agreement. The annual cost of this Service Agreement is 1,200.00. The monthly cost is 100.00 plus applicable sales tax. Payment to be made as follows: the first payment is due on agreement commencement date and will continue for a period of 5 (Five) Year due and payable in San Angelo, Tom Green County, Texas. Any additions to the system must be approved in writing by the customer and Ener-Tel and may result in an adjustment of the monthly payment.

System Type

This agreement covers the labor and parts required to maintain the CCTV system in proper working order. Coverage does not apply if we determine upon inspection that any of the following conditions caused the need for service: Damage resulting from accidents, acts of God, alterations, construction/remodel or misuse; or failure to ensure proper use of any part of the system. Proper electrical power and system communication requirements must be maintained by the customer. Any service deemed billable will be billed at service rates listed below.

Service Rate Schedule

Labor Classification	Standard	After Hours/Holiday Hours
Consultant/Designing	$145.00	$217.50/$290.00
Programmer	$145.00	$217.50/$290.00
Service Person/Technican	$145.00	$217.50/$290.00

1. No overtime charges Monday through Friday, 8:00 AM to 5:00 PM.
2. Time and a half outside normal business hours. Double time on holidays.
3. Time charged in 15 minute increments.
4. Parts Warranty - one (1) year or Manufacturer's warranty, whichever is greater.
5. Mileage is charged at $0.90 a mile round trip if over 25 miles from an Ener-Tel office.

Terms and Conditions

I. GENERAL PROVISIONS

1. All work will be completed in a professional and timely manner according to industry standard practices.
2. Unless stated otherwise, the services provided under this agreement shall be provided during Ener-Tel's normal working hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays. Requests for service to be performed outside of normal working hours are subject to standard service rates.
3. Customer shall provide reasonable means of access to the equipment being serviced. Ener-Tel shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Ener-Tel shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Customer's representative.

II. SPECIAL CONDITIONS

1. In the event Ener-Tel is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement, the Customer shall reimburse Ener-Tel for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service.
2. Ener-Tel shall not be required to make safety tests, install new devices or make modification to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
3. Ener-Tel shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is solely caused by a negligent act of omission or commission by Ener-Tel's agent, employees or subcontractor.
4. Ener-Tel shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond its control, including, but not limited to: acts of government, strikes, blackouts, fire explosion, theft, riots, civil commotion, malicious mischief, floods, lightning and other acts of God.

5. This agreement pre-supposes no substance regarded as hazardous by either OSHA or EPA is utilized in or around the system and premises. If, in servicing the system, Ener-Tel discovers the use of hazardous material, the Customer will be responsible to remove or have removed, any such substance and to have it replaced with a non-hazardous substitute. Ener-Tel shall not be responsible for the cost of removal and/or substitution.
6. It is agreed that Ener-Tel shall not be responsible for equipment failure due to electrical power failure, low voltage, burnt out main, ground fault protection device, or branch short circuit.
7. The amount of any present or future sales, use, occupancy, excise or other tax, federal, state or local which hereafter Ener-Tel shall be obligated legally to pay, either on its own behalf or on behalf of the Customer or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Customer.
8. If Customer provides written notification to Ener-Tel of any failure to perform services in a satisfactory manner, Ener-Tel will have 15 calendar days to rectify the problem. If the problem is not rectified within the 15 days, exception for special-order or back-order equipment. Customer can cancel the contract immediately and Customer will be responsible for payment of only the services provided to date.

Termination

If you fail to make any payment when due or fail to honor any other term or condition of this agreement, we may stop providing the services mentioned above. You agree that you will grant us access to your premises to allow us to repossess or disable any equipment provided by Ener-Tel.

The parties agree that due to the nature of the services to be provided by Ener-Tel, the payments to be made by the Subscriber for the term of this agreement form an integral part of Ener-Tel's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix Ener-Tel's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, Ener-Tel may at its option either remove its software and equipment it deems sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively In the State of Texas and in the County where Ener-Tel's principal place of business is located. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal press or UPS to the party's address in this agreement or other address provided by a party in writing to other party.

We may, at any time, cancel this agreement at our option if: A. You fail to follow our recommendations to repair or replace any defective parts or the system not covered under the Limited Warranty or Service/Maintenance Agreement, if purchased; B. You fail to follow our operating instructions for the system; C. We determine that it is impractical to continue service due to the modifications or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment or for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this agreement with or without notice at our option if: A. You fail to pay any monies when due under this agreement; B. You fail to comply with any other term or condition of this agreement; or C. You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination. Subscriber may also cancel this agreement with or without notice if Ener-Tel fails to comply with any term or condition of this agreement.

Customer Signature Date	Carrie Maier Digitally signed by Carrie Maier Date: 2020.10.07 17:37:34 -05'00' Ener-Tel Representative Signature Date
Customer Printed Name	Carrie Maier Ener-Tel Representative Printed Name
Customer Title	Sales Ener-Tel Representative Title
Customer Social Security Number/Tax I.D.	

Payment Method

Installation Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft ☐ Financing*

☐ By Invoice ☐ Collected at Signing

☐ N/A

Recurring Service Charge

Payment Method: ☐ Credit/Debit ☐ Bank Draft

☐ By Invoice** ☐ Collected at Signing

☐ Card on file ending in _____

Bill Cycle: ☐ Monthly ☐ Quarterly ☐ Bi-Annual ☐ Annual

☐ I would like to receive emails of my invoices to the email address provided: _____

**Financing is available through a third party and is not the responsibility of Ener-Tel Services I, LLC.*

***Paying By Invoice will be an extra $2.00 per bill.*

Bank Draft

Account Type: ☐ Savings ☐ Checking

Name of Bank _____

Routing Number _____

Account Number _____

Name on Bank Account _____

Account Mailing Address _____

City _____ State _____ Zip _____

Credit or Debit Card

Card Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

Credit/Debit Card Number _____

Billing Zip Code _____

Expiration Date _____ CVV _____

Name as it appears on card _____

Collected at Signing

Funds Received: ☐ Cash ☐ Check

Amount _____ Check Number _____

Apply Funds To: _____

Billing Contact *(for businesses only)*

Billing Contact _____

Billing Phone _____

Billing Email _____

I hereby authorize Ener-Tel Services I, LLC to initiate debit entries to the account indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it. A $25 handling fee will be assessed for each returned transaction. I have read and fully understand the payment/billing terms and conditions as outlined in this agreement. I authorize Ener-Tel Services I, LLC to charge my credit/debit card as indicated above. This authority is to remain in full force and effect until COMPANY has received written notification from us of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it. I have read and fully understand the payment/billing terms and conditions as outlined.

_____

Authorized Signature Date

Ener-Tel Services I, LLC, 1911 S. Bryant Blvd., San Angelo, TX 76903 (325) 658-8375
License B04140401 ACR-2172540 SCR-G-2286903

National Monitoring Center, 25341 Commercentre Drive, Lake Forest, CA 72630 (800) 662-1711
License B-13486 ACR-2919

Licensed by the Texas Dept. of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78752 (512) 424-7710 PSB@txdps.state.tx.us

ADDENDUM TO TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT BY AND BETWEEN ENER-TEL SERVICES l, LLC AND CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC), DATED OCTOBER 1, 2020.

The parties to the above described agreement agree to the following revisions of the section of the agreement entitled "Terms and Conditions":

1. No. 1. "Additional Charges" The obligations under this Agreement for payment by COSADC are conditioned upon the necessary funds being budgeted as approved by the City Council for the City of San Angelo.
2. No. 19 "Legal Action". (a) The sentence that reads in part: "Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein.;" shall be substituted with the following:

   "Therefore, in the event Subscriber defaults in the payment of any charges to be paid to Ener-Tel, the balance of all payments for 12 months herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and Ener-Tel shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein."

   (b) The following sentence is deleted: "In any action commenced by Ener-Tel against Subscriber, Subscriber shall not be permitted to interpose any counterclaim."

   (c) The following sentence is deleted as void under Section 16.070(a) of the Texas Practice and Remedies Code: "Any action by Subscriber against Ener-Tel must be commenced within thirteen months of the accrual of the cause of action or shall be barred."

   (d) The following sentence is deleted: "Any other action that Subscriber may have or bring against Ener-Tel in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and

conditions of this agreement."

EFFECTIVE on even date with date of agreement set forth in the first paragraph of the agreement.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC)

BY: _____
Todd Kolls, Board President

ENER-TEL SERVICES I, LLC

BY: _____

ITS: _____

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider authorizing the Board President to execute a services agreement with DIRT DOC, LLC, d/b/a Dirt Doctor (Contractor) for cleaning services at the Business Resource Center, 69 N. Chadbourne, San Angelo, TX. 76903, for a three year term, at rates set forth in Contractor's quote dated September 21, 2020, in a form approved by the Director of Economic Development and the City Attorney's Office.

Summary/History:

Consider approving a non-professional service agreement with Dirt Doctor for professional cleaning services at the Business Resource Center.

Staff conducted the necessary requirements by Purchasing, requesting for three quotes. Dirt Doctor's quote was less, reason why we will continue to maintain services.

Financial Impact:

Cleaning services was included in budget. No need for a budget amendment.

Other Information/Recommendation:

Attachments:

1. Dirt Doctor - Non Prof Serv Agreement — Dirt Doctor - Non Prof Serv Agreement.pdf

Presentation:

Approvals/Reviews:

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

NON-PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND Dirt Doc, DBA Dirt Doctor, LLC OF SAN ANGELO.

This Services Agreement ("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 Dirt Doc, LLC d/b/a Dirt Doc, a Texas company ("Provider"), effective as of the 01 of October, 2020 (the "Effective Date").

RECITALS

A. COSADC has solicited a bid for the professional cleaning services at Business Resource Center (BRC); and, Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

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

2. **TERM:** The term of this Agreement shall be for three (3) years commencing on the Effective Date hereof. Within ten days of the Effective Date, Provider shall deliver a written Certificate of Liability Insurance to the City Risk Manager, in a form acceptable to the Risk Manager.

3. **OPTION TO EXTEND:** *Not applicable*

4. **SCOPE OF SERVICE:**

A. Provider is to provide labor, supervisor, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the

written Proposal dated September 21, 2020, submitted by Provider, attached hereto as **Exhibit "A"**, and incorporated into this Agreement. Dirt Doctor agrees to furnish such cleaning service for a period of three years, at the Business Resource Center building located at 69 N. Chadbourne Street.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents;.

5. COMPENSATION:

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules or total price described in **Exhibits "A"** and **"B",** attached hereto, which by this reference are incorporated into this Agreement.

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

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

(1) This Services Agreement;

(2) Provider's Response, **Exhibit "A"**;

(3) All plans, diagrams and improvement specifications.

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

This Services Agreement;

Provider's Response;

Plans, diagrams and improvement specifications.

7. AUDIT AND INSPECTION RIGHTS:

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

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

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

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

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

11. INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement

but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider 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 Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

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

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

Every insurance policy required shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Tenant.

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

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

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

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

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

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

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

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:	**TO PROVIDER:**
City of San Angelo Development Corporation Attn: Guy D. Andrews 69 N. Chadbourne St. San Angelo, Texas 76903 guy.andrews@cosatx.us Phone: (325) 653-7197	Dirt Doctor Attn: Tim Daughabaugh 2551 Nasworthy Dr. San Angelo, Texas 76904 thedirtdoctortx@gmail.com (325) 234-7964

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

20. MISCELLANEOUS PROVISIONS:

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

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or 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.

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

F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

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

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

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

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

24. REAFFIRMATION OF REPRESENTATIONS: Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider's response to solicitation for bid.

25. DOCUMENTS OF INCORPORATION: This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of

the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

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

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

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

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

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

BY: _____
Todd Kolls, President

ATTEST:

_____
Nora Nevarez, Corporation Secretary

DATE: _____, 2020

PROVIDER:
DIRT DOCTOR:

BY: _____
Tim Daughabaugh, Owner
EMAIL: thedirtdoctortx@gmail.com

DATE: _____, 2020

APPROVED AS TO CONTENT:

Guy D. Andrews, Director Economic Development

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO RISK

Charles Hagen, Risk Manager

EXHIBIT "A"

PROVIDER'S RESPONSE TO SOLICITATION

(Following Pages)

EXHIBIT "A"

Professional Janitorial Service Proposal

Prepared for:

COSA Development Corp

69 N. Chadbourne St.
San Angelo, Texas 76903

Submitted By:

Dirt Doctor

2551 Nasworthy Drive
San Angelo, Texas 76904

3252347964
thedirtdoctortx@gmail.com

September 21, 2020

Dirt Doctor
2551 Nasworthy Drive
San Angelo, Texas 76904

September 21, 2020

Roland Pena
COSA Development Corp
69 N. Chadbourne St.
San Angelo, Texas 76903

Dear Roland,

Subject: Janitorial Service Proposal - COSA Development Corp, 69 N. Chadbourne St., San Angelo, Texas 76903

Thank you for allowing Dirt Doctor to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Dirt Doctor, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Dirt Doctor, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Tim Daughabaugh
Manager
Dirt Doctor

COSA Development Corp

Professional Janitorial Service Proposal

General

Dirt Doctor agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Dirt Doctor agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

2 days per week Professional Cleaning Service Program: **$725/mo.**

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 2 days per week.

The cleaning crew will observe holidays observed by the customer. Dirt Doctor is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Dirt Doctor can provide these products and invoice them separately.

Dirt Doctor will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Dirt Doctor will furnish and maintain all necessary cleaning equipment inclusive of but not limited to:

floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Dirt Doctor will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Dirt Doctor will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage

Employee Status

Personnel supplied by Dirt Doctor are deemed employees of Dirt Doctor and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Dirt Doctor is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Dirt Doctor is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (~~X~~) 3 J.T. year and shall automatically renew for additional one (~~X~~) 3 JT year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of 09 / 21, 2020, by and between Dirt Doctor, with its principal place of business located at 2551 Nasworthy Drive, San Angelo, Texas 76904 and COSA Development Corp with its principal place of business located at 69 N. Chadbourne St., San Angelo, Texas 76903.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Dirt Doctor	COSA Development Corp
Signature: Jason Thomas	Signature: _____
Name: Jason Thomas	Name: _____
Date: 09/21/2020	Date: _____
Title: General Manager	Title: _____

EXHIBIT "B"
COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in the contract documents. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

[Provider Rates or Full Price are set forth on Exhibit "A"]

EXHIBIT "C"

SPECIAL INSURANCE RIDER

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

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

$2,000,000.00	General Aggregate
$2,000,000.00	Products/Completed Operations Aggregate
$1,000,000.00	Personal & Advertising Injury
$1,000,000.00	Each Occurrence
$ 100,000.00	Premises Damage

1.2 **Business Automobile Liability**. **N/A**

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

Workers' Compensation WC EL	Statutory Limits
$ 100,000.00	Each Accident
$ 100,000.00	Each Employee
$ 500,000.00	Policy Limit

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2020

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

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

PRODUCER	CONTACT NAME:	
Orlando Villarreal(3574353) 1814 Ward St San Angelo TX 76901-3242	PHONE (A/C, NO, EXT): 325-617-7844	FAX (A/C, NO): 325-227-6731
	E-MAIL ADDRESS: ovillarreal@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DIRT DOC LLC 2551 NASWORTHY DR SAN ANGELO TX 76904	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC [ ] OTHER:	Y	N	605026777	07/19/2020	07/19/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A07518929	10/21/2020	10/21/2021	[X] PER STATUTE [ ] OTHER	$
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
202 W BEAUREGARD AVE STE C, SAN ANGELO, TX 76903

CERTIFICATE HOLDER	CANCELLATION
CITY OF SAN ANGELO DEVELOPMENT CORP 69 N CHADBOURNE ST SAN ANGELO TX 76903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider adoption of a motion authorizing the Board President to enter into an extension of service agreement with Russell E. Wallace, d/b/a CTR Data, pursuant to option to extend the Service Agreement, for technology services for Business Factory.

Summary/History:

Consider adoption of a motion authorizing the Board President to enter into an extension of service agreement with Russell E. Wallace, d/b/a CTR Data, pursuant to option to extend the Service Agreement, for technology services for the Business Factory.

Financial Impact:

Other Information/Recommendation:

Attachments:

1. 20-1150_COSADC_WALLACE_CTR_EXTEND_LTR 20-1150_COSADC_WALLACE_CTR_EXTEND_LTR.docx

Presentation:

Approvals/Reviews:

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

October 12, 2020

Russell E. Wallace, d/b/a CTR Data
P.O. Box 61371
San Angelo, Texas 76906

rruss@ctrdata.com

RE: Notice of exercise of first option to extend Professional Services Agreement having an initial term commencing on January 1, 2020 and due to expire on December 31, 2020, extended for an additional one year term through December 31, 2021.

Dear Ms. Wallace:

The City of San Angelo Development Corporation entered into the Professional Services Agreement describe above, having two options to extend the annual term. In compliance with the terms of the options to extend I am providing you with this notice that the Agreement be extended from December 31, 2020, through December 31, 2021.

All provisions of the Professional Services Agreement not modified by this option and notice shall remain in full force and effect.

Sincerely,

Todd Kolls, Board President

ACCEPTED this _____ day of _____, 2020

_____
Russell E. Wallace, d/b/a CTR Data

APPROVED AS TO CONTENT

_____
Guy Andrews, Director of
Economic Development

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

APPROVED AS TO PURCHASING

_____

Nolan A. Sosa, Purchasing Manager

APPROVED FOR RISK

_____

Charles Hagen, Risk Manager

APPROVED AS TO FORM

_____

Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: October 28, 2020

Item type: Consent Item

Caption:

Consider approving an agreement for the mutual termination of the Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo providing an economic development incentive to U.S. Customs & Border Protection Air and Marine Operations with participation by the City for a project related to business enterprises that create or retain primary jobs

Summary/History:

COSADC and COSA entered into a Memorandum of Understanding effective April 17, 2018 (MOU), to provide half cent sales tax funding through COSADC for COSA to acquire and install HVAC equipment at a hangar utilized by Customs and Border Protection Air and Marine Operations (CBPAMO) at the San Angelo Regional Airport—Mathis Field, owned and operated by COSA. At the City's discretion, an alternate funding source was utilized for completion of the project, eliminating the purpose to be served by the MOU. This made the MOU unnecessary therefore this agreement is necessary to close out the MOU.

Financial Impact:

$25,000 budget amendment submitted to return funds to Contingency Account.

Other Information/Recommendation:

Attachments:

1. 21-0027_COSADC_CITY_CBPAMO_MOU_TERMINATE 21-0027_COSADC_CITY_CBPAMO_MOU_TERMINATE.pdf

Presentation:

Approvals/Reviews:

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

AGREEMENT FOR THE MUTUAL TERMINATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND THE CITY OF SAN ANGELO PROVIDING AN ECONOMIC DEVELOPMENT INCENTIVE TO U.S. CUSTOMS & BORDER PROTECTION AIR AND MARINE OPERATIONS WITH PARTICIPATION BY THE CITY FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS.

THIS AGREEEMENT is entered into by and between the City of San Angelo Development Corporation (COSADC) and the City of San Angelo (COSA) in consideration of the mutual covenants set forth herein.

WHEREAS, COSADC and COSA entered into a Memorandum of Understanding effective April 17, 2018 (MOU), memorializing the adoption of an economic development project providing half cent sales tax funding through COSADC for COSA to acquire and install HVAC equipment at a hangar utilized by Customs and Border Protection Air and Marine Operations (CBPAMO) at the San Angelo Regional Airport—Mathis Field, owned and operated by COSA; and

WHEREAS, an alternate funding source has been utilized for completion of the project, eliminating the purpose to be served by the MOU; and,

WHEREAS, this agreement was duly authorized by the COSADC Board on October 28, 2020, and by the City Council on November 3, 2020;

NOW THEREFORE the parties agree as follows:

1. The foregoing recitals are true and correct and are adopted as part of this agreement.

2. The described MOU shall be deemed terminated effective upon execution.

DATED this 3 day of November, 2020.

CITY OF SAN ANGELO	CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Daniel Valenzuela, City Manager	Todd Kolls, Board President
ATTEST:	ATTEST:
Julia Antilley, City Clerk	Nora Nevarez, Secretary
APPROVED FOR CONTENT	APPROVED AS TO FORM
Guy Andrews, Director of Economic Development	Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Discussion and possible action concerning a request for partial funding from the San Angelo Convention & Visitors Bureau for Air Races to be held at the San Angelo Regional Airport. (Presentation by Guy Andrews, Economic Development Director and CVB Staff)

Summary/History:

On October 20, 2020 City Council approved this item, pending the ability to obtain insurance for this event.

b. Discussion and consideration of an event at the airport and authorizing the City Manager to negotiate and execute all related documents regarding:
1. approving a venue and license agreement with Air Race 1
2. approving an MOU with the Convention & Visitors Bureau to provide funding and other related event services

There is additional funding needed to support this event. The CVB has committed to $40,000 of the estimated $80,000 needed.

Additional information is provided in the attachments.

Financial Impact:

Maximum amount requested is $40,000.

Other Information/Recommendation:

Attachments:

1.	Air Race Request letter	Air Race Request letter.pdf
2.	Air Race E - Host City Intro	Air Race E - Host City Intro.pdf
3.	Air Race Presentation 10-20-2020	Air Race Presentation 10-20-2020.pptx

Presentation:

Approvals/Reviews:

Guy Andrews	Created/Initiated
Theresa James	Approved
Dan Saluri	Approved
Nolan Sosa	Approved

Tina Dierschke	Approved
Guy Andrews	Final Approval

DISCOVER SAN ANGELO!

San Angelo Convention & Visitors Bureau | 418 W Ave. B | San Angelo, TX 76903 | DiscoverSanAngelo.com | 325.655.4136 | Fax: 325.658.1110

October 19, 2020

San Angelo Development Corporation
Attention: Guy Andrews
69 North Chadbourne Street
San Angelo, Texas 76903

Dear Mr. Andrews,

The San Angelo Convention and Visitors Bureau is working with Jeff Zaltman owner of https://airrace1.com/ to host a race in San Angelo in late October of 2021. The race would be held over a couple of days at San Angelo Regional Airport. The race is like a NASCAR race in that all the planes are in the air racing at one time. Leisure/SMERF Sales Manager, Suzanna Valenzuela has been working with Airport Director Jeremy Valgardson, to line out the course with Air Race 1 . The city legal department has worked out the details of the contract with Air Race 1 and the item is being considered at the October 20th City Council meeting. We are looking to form a partnership with Goodfellow Air Force Base for EMS/Equipment for the event. Suzanna has met with city police and fire departments on a plan that we can move forward with if the Goodfellow partnership falls through. The Airport Advisory Board met on October 8 and was unanimously supportive of the event and is recommending approval to the City Council. We are anticipating the cost of incentives to be $80,000, the Convention and Visitors Bureau board met on October 9th and approved funding incentives up to $40,000 and allowing staff to seek additional funding for the remainder needed. One outstanding item is the cost of insurance, the city has been seeking out a price for a policy, but it has not yet been established. In addition on the event side of the race, the San Angelo Chamber of Commerce is considering running the event.

The air race has the potential to bring many visitors to the community and shine a bright spotlight on the Airport. We would like to respectfully ask for the San Angelo Development Corporation to consider assisting us with up to $40,000 to bring this event to San Angelo. Thank you for your consideration.

Sincerely,

Diann Bayes
Vice President, Convention & Visitors Bureau

AIR RACE E

The Electric Air Race Series

Host City Partnership

Bring electric racing to your city

Content

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Objectives for city partnerships	5
Race Format & Circuit Requirements	6
Example Event schedule	7
Spectators' Profile	8
Global Media Coverage	9
AIRBUS Partnership	10
Why Host Air Race E?	11
Requirements	12
Benefits	13

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Air Race E is a revolutionary form of Air Racing with the first-ever all-electric airplane race. The future of aviation is in green propulsion and Air Race E is preparing the market for future developments in electric aviation.

Air Race E is a thrilling test of pilot skill based upon the successful type of air racing that is known as the formula one air racing class. Eight aircraft race together in each race - the first to cross the finish line wins.

Strictly private and confidential. © Air Race E 2020.

OBJECTIVES for city partnerships

To create long-lasting partnerships with cities enabling them to leverage this event to suit their **economic and sustainability strategies.**

To create **unique experiences** for communities through high-profile events.

To foster innovation, providing cities an opportunity to shape the future of the planet, while attracting industry partners and **generating economic growth.**

To prepare airports and showcase their ability to support **new technologies.**

To ensure a strong emphasis on sport development with the provision of a **sustainable legacy.**

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Race Format
& Circuit Requirements

8 aircrafts

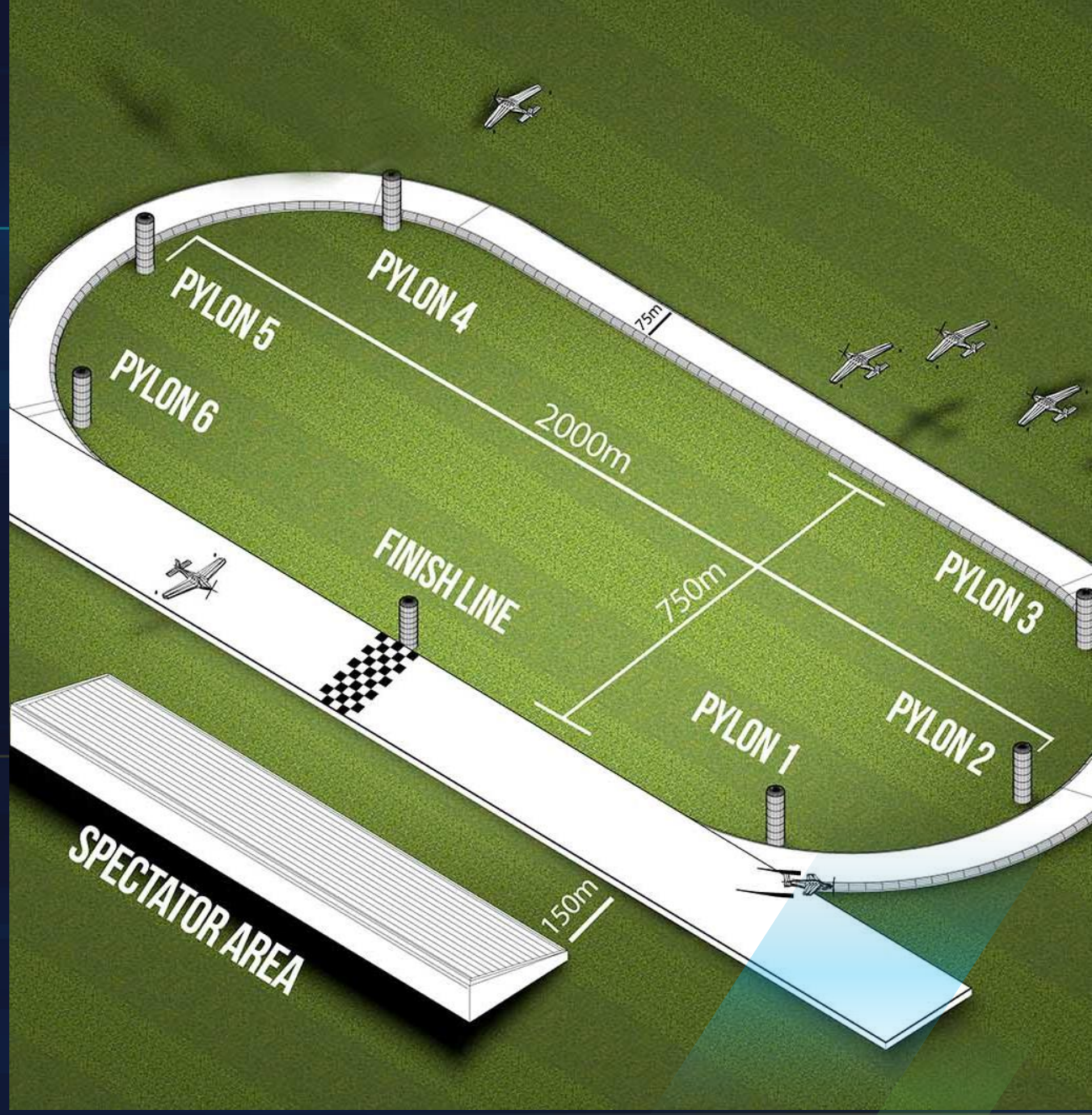
5 km

4 laps

450 KPH
average lap speed

The racing circuit must be
2.5 x 1.4 KM
free from any public housing or tall obstructions

▷ Play video



Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Example Event schedule

Test Day

FLIGHT TESTING

The first glimpse of the champions and the technology; pilots training on the new venue.

OPENING CEREMONY

The first build-up and fanfare of the event; welcoming all partners and shining a light on your city.

PRESS EVENT

Maximise the global PR opportunity for your city and airport facilities.

Qualifying Day

QUALIFYING TRIALS

Create money-can't buy experiences including pilot meet & greets.

VIP ACTIVITIES

Entertain key personnel through a variety of exclusive opportunities.

PRACTICE RACES

The excitement of the first official electric airplane races.

Public Day

FINAL RACES

Thrilling semi-final and final races publicised across all media channels.

PODIUM AWARDS

Awarding the best heroes of the skies, including city official's participation.

CLOSING CEREMONY

An opportunity to create more unique content, and celebrate the event.

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Spectators' Profile

Air Race E is an extremely cost-effective, high-profile platform for worldwide promotion. Air events are a substantially fast-growing tool to reach key demographics. Research demonstrates how great an impact an air event can deliver.

34.5%	95.6%	3,7 days	$2.300	41%	73%
OF SPECTATORS $100,000 ANNUAL INCOME	*HAVE HIGHER EDUCATION*	*SPECTATORS AVERAGE STAY*	*TOTAL AVERAGE SPENDING*	*NON LOCALS ATTENDANCE*	*HOTELS LODGING*

**Source: Air Shows Magazine – Vol 50 / Number 1 / Q1 2019*

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Global Merdia Coverage

1.34B
CUMULATIVE AUDIENCE REACH

4.2M
OF SOCIAL MEDIA REACH/EVENT

1.2M
OF VIEWERS LIVE ON HOST BROADCASTER

180
TV & RADIO INTERVIEWS

127
COUNTRIES BROADCAST TV SHOW

BBC SPORT · FS FOREVER SPORTS · BBC WORLD SERVICE · EUROSPORT · sntv inside every story · FOX SPORTS · ไทยรัฐ TV 32 HD

THE Sun · THE SUNDAY TIMES · Bloomberg · NFL · ALJAZEERA · THOMSON REUTERS · MOTORS TV

FOX26 · NBC · Forbes · Mail Online · THE HUFFINGTON POST · YAHOO! · REUTERS

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

AIRBUS Partnership

Airbus, the industry-leading aircraft manufacturer is a global partner of Air Race E

The founding partner is helping us to drive the development of cleaner and more efficient aviation. Airbus shares the Air Race E vision seeing a direct alignment with Air Race E's activity and the development of future sustainability goals for the planet as a platform for the trial of pioneering electric propulsion technology.

AIR RACE E | AIRBUS

OFFICIAL FOUNDING PARTNER

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

Why Host Air Race E?

DIRECT REVENUE
back through ticket & exhibition sales

SHOWCASE
airport facilities & other local assets & attractions

ROYALTY FREE
image & video rights

UNIQUE VIP ASSETS
such as experimental

SPONSORSHIP
and marketing opportunities for your city's hotels and travel tourism

GLOBAL AUDIENCE
awareness & appeal

TV RIGHTS
ownership for resell

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

HOST A RACE!

In a **post Covid-19 world**, we have decided not to charge a hosting fee. Additionally, we will take onboard the full cost of operations of the event. But we offer an option to the city to own it locally.

By developing a deep understanding of the Venue and the City's sustainable goals, we enhance the alliance and show the true potential of our partnership.

HOST REQUIREMENTS

A SUITABLE AIRPORT

SUPPORT ON SELECTED SERVICES

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

HOST A RACE!

BENEFITS

- MERCHANDISING RIGHTS
- FOOD & BEVERAGE INCOME
- HOSPITALITY PROGRAMS
- SPONSORSHIP AROUND EVENT SITE
- TRADE SHOWS & CONFERENCES
- ELEVATE THE IMAGE OF THE CITY
- ATTRACT GLOBAL VISITORS
- CAPTURE WORLD MEDIA COVERAGE

Strictly private and confidential. © Air Race E 2020.

AIR RACE E

The Electric Air Race Series

www.airracee.com

info@airracee.com / +34 652 644 566

City Council

October 20, 2020

AIR RACE E

Event Background

- Air Race 1 / Air Race Events (Dubai, UAE)
  - Formula One Air Racing
  - Worldwide event
- Race Layout
  - 8 aircraft race together simultaneously
  - 50’ above the ground
  - 250 – 300 mph
  - Oval track
    - Roughly 1 mile in length (end to end)
  - 5 day event
    - 3 days of setup and practice
    - 2 days of racing (public welcome)

Photo courtesy Air Race 1
https://airrace1.com/photos/

Course

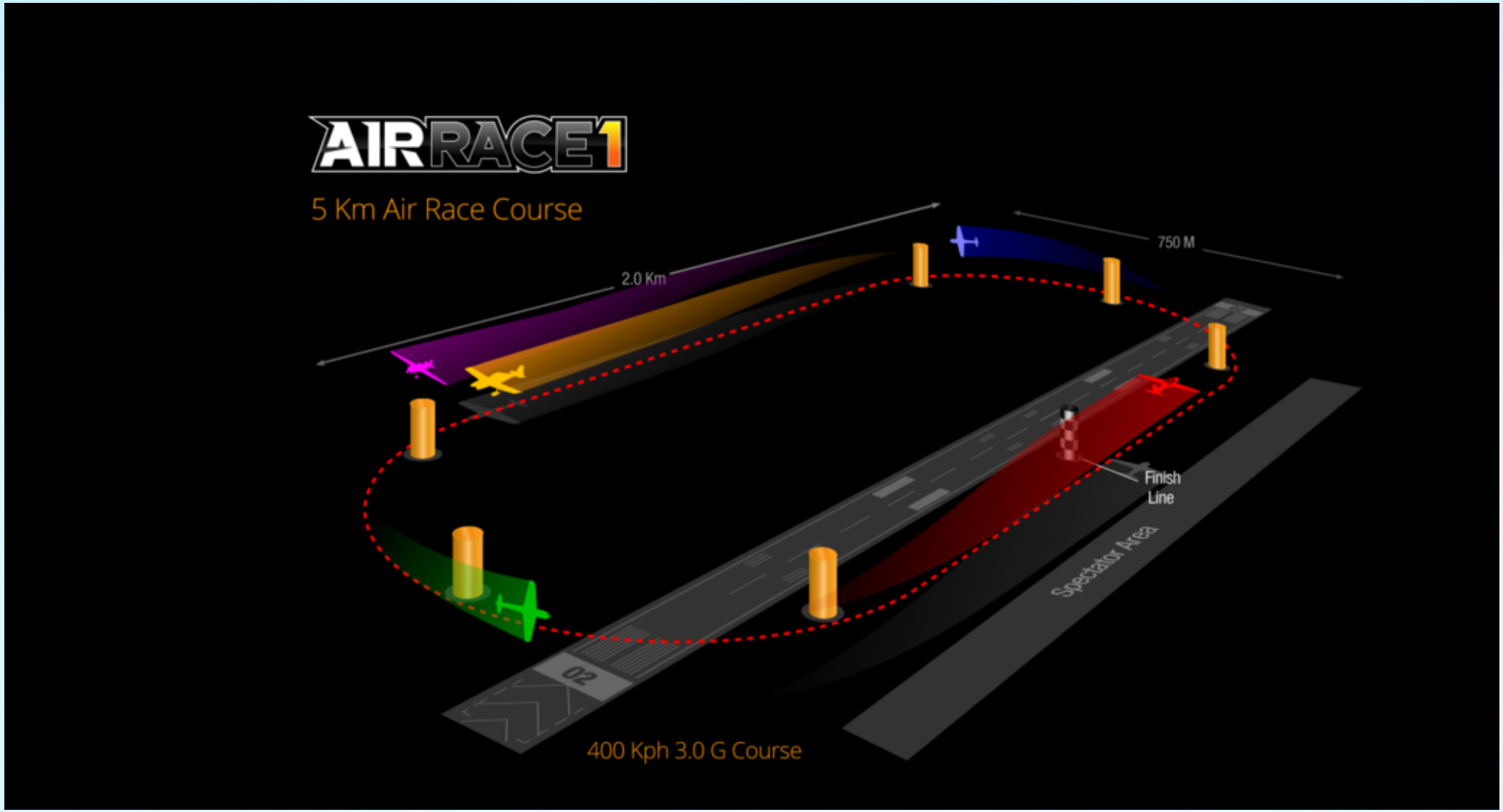
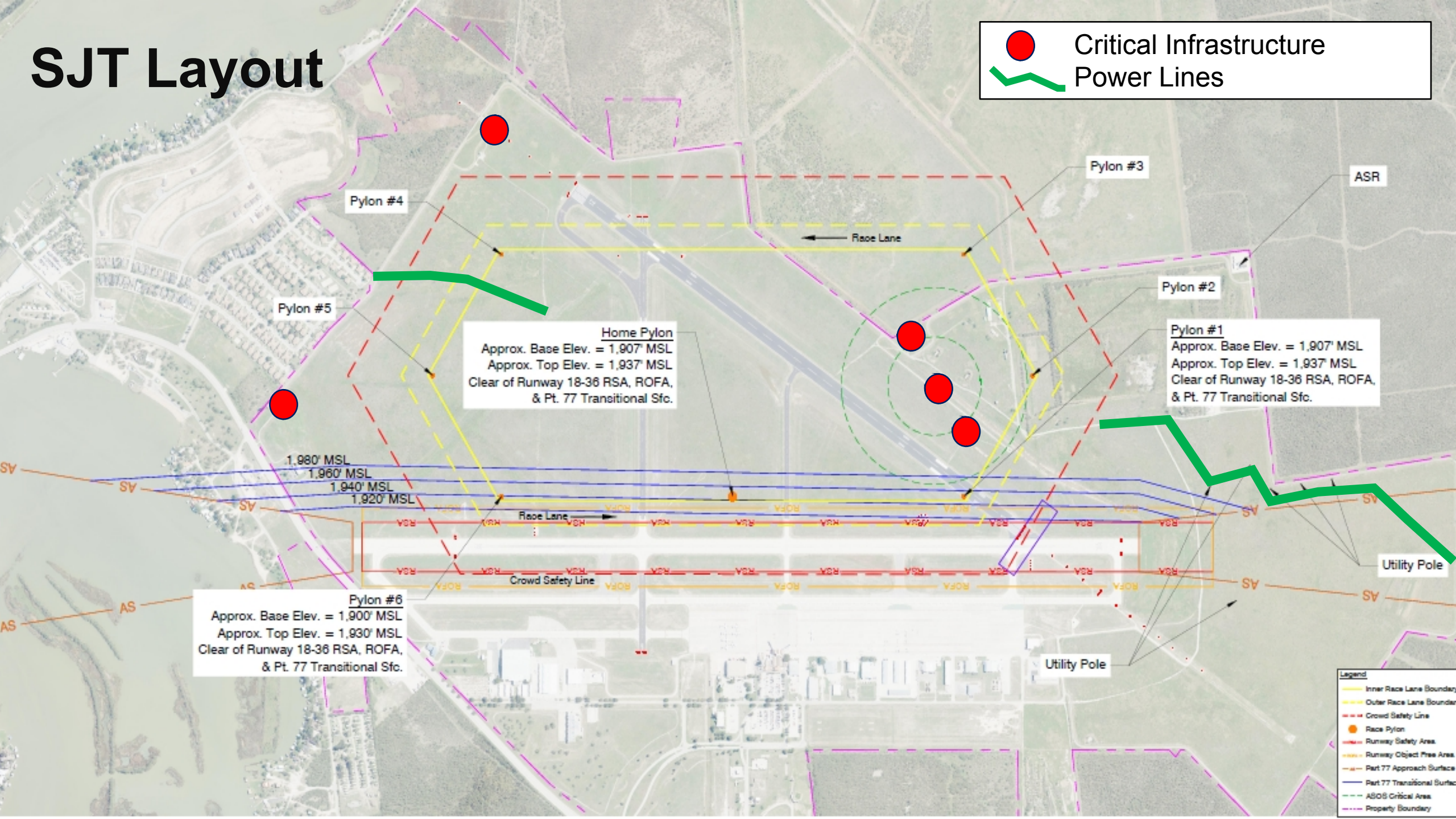


Image courtesy Air Race 1

https://airrace1.com/the-sport/

SJT Layout


Critical Infrastructure
Power Lines
Pylon #4
Pylon #3
ASR
Race Lane
Pylon #5
Pylon #2
Home Pylon
Approx. Base Elev. = 1,907' MSL
Approx. Top Elev. = 1,937' MSL
Clear of Runway 18-36 RSA, ROFA,
& Pt. 77 Transitional Sfc.
Pylon #1
Approx. Base Elev. = 1,907' MSL
Approx. Top Elev. = 1,937' MSL
Clear of Runway 18-36 RSA, ROFA,
& Pt. 77 Transitional Sfc.
1,980' MSL
1,960' MSL
1,940' MSL
1,920' MSL
Race Lane
Crowd Safety Line
Pylon #6
Approx. Base Elev. = 1,900' MSL
Approx. Top Elev. = 1,930' MSL
Clear of Runway 18-36 RSA, ROFA,
& Pt. 77 Transitional Sfc.
Utility Pole
Utility Pole
Legend

Aircraft

- Light weight piston driven aircraft
  - 1,000 – 1,500lbs
- 100LL fuel (available through FBO)

Photo courtesy Air Race 1
https://airrace1.com/photos/

Hangar Space

- Air Race 1 has requested the use of a 10,000sq/ft hangar
  - No vacant hangars
  - Tenants could volunteer hangar space
  - Portable hangars

Risk vs Reward

Risk

- Activity is outside of normal airport use
- Not covered under current insurance
  May need to be self insured
- Safety areas not designed for such activity
- Critical infrastructure directly beneath or within the oval track
- May see reduction in aircraft traffic during event

Reward

- Public event at the airport
- Marketing / exposure
- Economic benefit
  - Heads in beds
  - Visitor dollars
- Place us on the global map
- May see an increase in GA traffic

Needs

- EMS
  - 4 pickup trucks
  - 2 structural trucks
  - 2 ground ambulances
  - 16 EMS / Fire personnel
- Security
  - 4 uniformed law enforcement officers during public opening
- VOLUNTEERS!!!
- Financial support
  - FAA's Airport Revenue Use Policy
    - Airport funds cannot be used to directly support the event, unless the event was to make monetary profit for the airport.
    - Event must be open to the public

CVB - Air Race 1

- CVB began discussions with Air Race 1 and Airport Director Jeremy Valsgardson to host an air race event in San Angelo in July 2020. The race would be held in October of 2021.
- Due to COVID-19 Air Race 1 has remodeled their business plan. Normally they charge a hosting fee between $75,000 to 250,000 to host an event. This is currently being waived.
- CVB anticipates 260 room nights from Air Race 1 event staff and participating teams plus additional rooms for attendees.

- The event is similar to a NASCAR race in that the 6-8 planes race simultaneously.
- A course has been laid out and agreed upon between the airport and Air Race 1.
- CVB has met with Police and Fire to come up with a plan for the event.
- CVB has met with San Angelo Chamber of Commerce to consider running the event side of the race.

- CVB has negotiated incentives costs, these incentives will not be paid out to Air Race 1.

Incentive	Amount
Marketing for event	$20,000
VIP Event for opening or closing	$10,000
Fuel	$4000
Transportation	*0 (Concho Valley Transit would like to sponsor)
Discounts on flights	*0
Lodging	$20,000
Lunch for Participants	$2,000
Emergency Medical Services	*$14,000 (Possible savings with a partnership with Goodfellow)
Event Insurance	*? (City is looking for a vendor)
Tents	*? (Working on using a hangar)
Total	*70,000 (Outstanding expenses)

- The CVB Board of Directors held an emergency meeting on October 9th to discuss incentives for Air Race 1 and approved the following:
  - A motion to authorize the CVB to commit up to $40,000 in visitor event and or sports incentives to Air Race 1 to hold an air race at the San Angelo Regional Airport in October 2021. We agree the CVB will also solicit sponsorships to cover additional fees for the event, seek assistance from City Council for additional HOT funds, as well as apply for the Texas Events Trust Fund in hopes of receiving monies from the state to offset any other expenses.

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider approving the September 2020 Financial Statements (Presentation by Tina Dierschke, Director of Finance)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. COSADC Stmts 2009 COSADC Stmts 2009.pdf

Presentation:

Approvals/Reviews:

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

City of San Angelo Development Corporation

Financial Information and Schedules As of September 30, 2020

Contents

Executive Summary

Economic Development

- Balance Sheet
- Revenue & Expenditure Report
- Project Commitments

Ballot

- Balance Sheet
- Revenue & Expenditure Report
- Project Commitments

Transaction Detail by Account

2011 Bond Issue

Hickory Water Supply

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

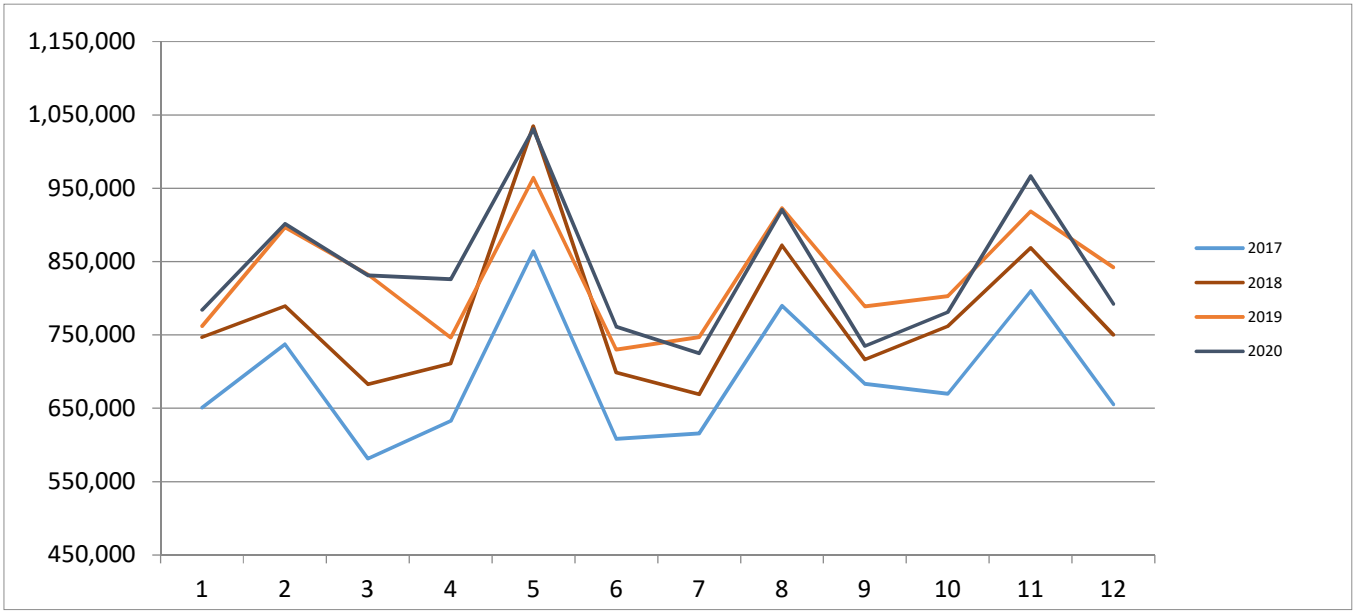
City of San Angelo Development Corporation
Executive Summary
September 2020

Available Fund Balances

Unassigned Fund Balance-Economic Development	4,712,211
Unassigned Fund Balance-Ballot	3,292,854

Sales Tax Analysis

Month	2017	2018	2019	2020	% Over/(Under)
Oct	650,926	747,063	761,865	784,232	2.94%
Nov	737,436	789,302	896,890	901,416	0.50%
Dec	581,382	683,012	832,486	831,209	-0.15%
Jan	632,603	711,415	746,604	826,116	10.65%
Feb	864,339	1,034,662	964,281	1,030,912	6.91%
Mar	608,253	699,086	730,020	761,229	4.28%
Apr	615,673	669,034	747,020	725,032	-2.94%
May	789,680	872,259	923,026	920,877	-0.23%
Jun	683,530	716,509	789,102	734,988	-6.86%
Jul	669,686	761,927	802,784	781,279	-2.68%
Aug	809,685	868,604	918,423	966,590	5.24%
Sep	655,327	750,212	842,023	792,202	-5.92%



City of San Angelo Development Corporation
Balance Sheet - Economic Development
As of September 30, 2020

ASSETS	
Current Assets	
Checking/Savings	
Cash	127,974
Money Market	6,542,207
Total Checking/Savings	6,670,180
Accounts Receivable	
Leases	2,100
Total Accounts Receivable	2,100
Other Current Assets	
Investments	5,000,125
Total Other Current Assets	5,000,125
Total Current Assets	11,672,406
Fixed Assets	
Land -Industrial Park	69,395
Industrial Park-Phase I	567,414
Industrial Park-Phase II	38,624
Industrial Park-Phase III	20,377
Building-Business Resource Ctr	2,004,967
Accum Depr-Building	(870,465)
Total Fixed Assets	1,830,312
TOTAL ASSETS	13,502,717
LIABILITIES & FUND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,732
Total Current Liabilities	1,732
Total Liabilities	1,732
Fund Equity	
Committed for Eco. Dev. Projects	6,958,463
Restricted for Fixed Assets	1,830,312
Unassigned Fund Balance	4,712,211
Total Fund Equity	13,500,985
TOTAL LIABILITIES & FUND EQUITY	13,502,717

City of San Angelo Development Corporation
Revenue & Expenditure Report - Economic Development
September 2020

		Budget	Month Actual	YTD Actual	YTD Actual W/ Enc	Over/(Under) Budget	% of Budget
Revenues							
Sales & Use Tax		2,609,674	221,816	2,815,702	2,815,702	206,028	108%
Interest on Investments		225,000	19,377	200,182	200,182	(24,818)	89%
Lease Income		67,679	14,129	67,530	67,530	(149)	100%
Grant Income		1,250,000	-	-	-	(1,250,000)	0%
Miscellaneous Income		-	6,466	8,116	8,116	8,116	100%
Gain on Sale Assets		560,702	-	560,703	560,703	1	100%
Total Revenues		4,713,055	261,788	3,652,233	3,652,233	(1,060,822)	77%
Expenditures							
Administrative		134,093	996	65,508	68,704	(65,389)	51%
Partner Affiliations		115,547	-	114,372	114,372	(1,175)	99%
City Services		640,310	160,068	640,274	640,274	(36)	100%
Industrial Park Ops & Maint		16,222	1,085	7,082	7,984	(8,238)	49%
Marketing-Chamber of Commerce		243,750	-	243,757	243,757	7	100%
Advertising		43,494	(5,000)	2,412	2,868	(40,626)	7%
Utilities		50,650	4,239	39,108	49,156	(1,494)	97%
Capital		63,000	1,765	30,953	30,953	(32,047)	49%
Business Factory		104,767	2,112	52,063	54,777	(49,990)	52%
Total Operating Expenditures		1,411,833	165,265	1,195,529	1,212,845	(198,988)	86%
Projects							
Air Service Marketing	DC0119	955	-	-	-	(955)	0%
TGC/GAFB	DC0132	-	-	-	-	-	0%
Principle LED	DC0134	11,803	-	3,951	3,951	(7,852)	33%
Phase II Sewer Line	DC0136	96,000	-	-	-	(96,000)	0%
TXDOT Aside Program Grant	DC0137	60,500	-	-	-	(60,500)	0%
CalTech	DC0138	181,950	-	-	-	(181,950)	0%
Parkhill	DC0139	52,108	-	18,090	52,108	-	100%
Grant Works	DC0140	50,000	-	-	-	(50,000)	0%
Netco	DC0142	5,500	-	-	-	(5,500)	0%
Elite Solutions	DC0145	15,260	-	-	-	(15,260)	0%
Goodfellow AFB	DC0146	1,188,705	-	805,524	805,524	(383,181)	68%
Industrial Park-Phase II	DC0147	4,111,063	508,342	3,063,965	3,100,396	(1,010,667)	75%
Howard College Const Tr	DC0149	71,885	-	71,885	71,885	-	100%
US Customs Retention	DC0151	-	-	-	-	-	0%
US Customs Retention II	DC0152	1,100,000	-	-	-	(1,100,000)	0%
Principle LED BREP	DC0154	200,147	-	177,102	177,102	(23,045)	88%
Carter Fentress	DC0155	4,000	-	-	-	(4,000)	0%
Shea Transportation	DC0156	33,051	-	33,051	33,051	-	100%
Chadbourne Street	DC0157	2,250,000	-	-	-	(2,250,000)	0%
Comm Dev Strategies	DC0158	2,035	-	391	391	(1,644)	19%
Centurion	DC0159	-	-	-	-	-	0%
West Texas Steel	DC0162	59,000	-	-	-	(59,000)	0%
SMC Global	DC0163	200,000	-	-	-	(200,000)	0%
J's Deer & Wild Game	DC0164	60,000	45,000	45,000	45,000	(15,000)	75%
Schwertner Property	DC0165	590,500	-	539,414	539,414	(51,086)	91%
Bradford Area	DC0166	638,861	-	638,861	638,861	-	100%
Double Barrel	DC0167	70,000	-	-	-	(70,000)	0%
Air Service Marketing II	DC0168	13,000	-	13,000	13,000	-	100%
Industrial Park Turn Lane	DC0169	24,765	-	19,685	19,685	(5,080)	79%
Centurion BREP	DC0171	36,000	-	-	-	(36,000)	0%
Airport Clearing	DC0175	70,000	-	-	-	(70,000)	0%
Wendland Manufacturing	DC0176	400,000	-	-	-	(400,000)	0%
Rail Transloading Facility	DC0177	250,000	-	3,706	5,106	(244,894)	2%
US 87 Monuments	DC0178	150,000	-	-	-	(150,000)	0%
Airport Exit Monument	DC0179	250,000	-	-	-	(250,000)	0%
TGC/GAFB II	DC0181	145,000	-	-	-	(145,000)	0%
Future Projects		636,612	-	-	-	(636,612)	0%
Total Project Expenditures		13,028,700	553,342	5,433,625	5,505,474	(7,523,226)	42%
Total Expenditures		14,440,533	718,607	6,629,154	6,718,319	(7,722,214)	46%
Revenue Over/(Under) Expenditures		(9,727,478)	(456,819)	(2,976,921)	(3,066,086)		

City of San Angelo Development Corporation
Economic Development Projects
As of September 30, 2020

Project	Code	Original Allocation	Current Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Air Service Marketing	DC0119	60,000	60,000	-	59,045	955
TGC/GAFB	DC0132	633,000	624,601	-	624,601	-
Principle LED	DC0134	550,001	516,123	3,951	508,271	7,852
Phase II Sewer Line	DC0136	100,000	100,000	-	4,000	96,000
TXDOT Aside Program Grant	DC0137	100,000	100,000	-	39,500	60,500
CalTech	DC0138	603,999	223,050	-	41,100	181,950
Parkhill	DC0139	308,000	323,000	18,090	288,982	34,018
Grant Works	DC0140	54,000	54,000	-	4,000	50,000
Netco	DC0142	60,000	60,000	-	54,500	5,500
Elite Solutions	DC0145	40,260	15,260	-	-	15,260
Goodfellow AFB	DC0146	1,500,000	1,500,000	805,524	1,116,819	383,181
Industrial Park-Phase II	DC0147	2,000,000	4,111,263	3,063,965	3,064,165	1,047,098
Howard College Const Tr	DC0149	168,000	166,780	71,885	166,780	-
US Customs Retention	DC0151	25,000	-	-	-	-
US Customs Retention II	DC0152	46,435	1,149,225	-	49,225	1,100,000
Principle LED BREP	DC0154	300,147	300,147	177,102	277,102	23,045
Carter Fentress	DC0155	20,000	20,000	-	16,000	4,000
Shea Transportation	DC0156	49,000	43,358	33,051	43,358	-
Chadbourne Street	DC0157	1,500,000	3,750,000	-	1,500,000	2,250,000
Comm Dev Strategies	DC0158	65,000	65,000	391	63,356	1,644
Centurion	DC0159	7,500	7,120	-	7,120	-
West Texas Steel	DC0162	59,000	59,000	-	-	59,000
SMC Global	DC0163	200,000	200,000	-	-	200,000
J's Deer & Wild Game	DC0164	60,000	60,000	45,000	45,000	15,000
Schwertner Property	DC0165	600,000	600,000	539,414	548,914	51,086
Bradford Area	DC0166	638,861	638,861	638,861	638,861	-
Double Barrel	DC0167	70,000	70,000	-	-	70,000
Air Service Marketing II	DC0168	13,000	13,000	13,000	13,000	-
Industrial Park Turn Lane	DC0169	24,765	24,765	19,685	19,685	5,080
Centurion BREP	DC0171	36,000	36,000	-	-	36,000
Airport Clearing	DC0175	70,000	70,000	-	-	70,000
Wendland Manufacturing	DC0176	400,000	400,000	-	-	400,000
Rail Transloading Facility	DC0177	250,000	250,000	3,706	3,706	246,294
US 87 Monuments	DC0178	150,000	150,000	-	-	150,000
Airport Exit Monument	DC0179	250,000	250,000	-	-	250,000
TGC/GAFB II	DC0181	145,000	145,000	-	-	145,000
		11,156,968	16,155,553	5,433,625	9,197,090	6,958,463

Total Committed, Not Expended	6,958,463

City of San Angelo Development Corporation
Balance Sheet - Ballot
As of September 30, 2020

ASSETS	
Current Assets	
Checking/Savings	
Cash	29,983
Money Market	3,451,389
Total Checking/Savings	3,481,372
Total Current Assets	3,481,372
TOTAL ASSETS	3,481,372
LIABILITIES & FUND EQUITY	
Fund Equity	
Committed for Ballot Projects	188,518
Assigned for Debt Service	-
Unassigned Fund Balance	3,292,854
Total Fund Equity	3,481,372
TOTAL LIABILITIES & FUND EQUITY	3,481,372

City of San Angelo Development Corporation
Revenue & Expenditure Report - Ballot
September 2020

	Budget	Month Actual	YTD Actual	YTD Actual w/ Enc	Over/(Under) Budget	% of Budget
Revenues						
Sales & Use Tax	6,710,590	570,385	7,240,378	7,240,378	529,788	108%
Interest on Investments	75,000	686	40,879	40,879	(34,121)	55%
Total Revenues	6,785,590	571,071	7,281,257	7,281,257	495,667	107%
Expenditures						
City Services	30,135	7,533	30,135	30,135	-	100%
Loan/Debt Service	5,452,250	-	5,452,250	5,452,250	-	100%
Total Operating Expenditures	5,482,385	7,533	5,482,385	5,482,385	-	100%
Projects						
West TX Water Partnership	200,000	23,231	84,321	84,321	(115,679)	42%
Affordable Housing	304,865	(1,282)	232,026	232,026	(72,839)	76%
Water Rights	319,881	-	319,881	319,881	-	100%
Future Projects	478,459	-	-	-	(478,459)	0%
Total Project Expenditures	1,303,205	21,949	636,228	636,228	(666,977)	49%
Total Expenditures	6,785,590	29,482	6,118,613	6,118,613	(666,977)	90%
Revenue Over/(Under) Expenditures	-	541,589	1,162,644	1,162,644		

City of San Angelo Development Corporation
Ballot Projects
As of September 30, 2020

Project	Project Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Ballot Projects:				
Water Supply Projects				
West Texas Water Partnership	692,740	84,321	577,061	115,679
* Reclaimed Water Alternatives	1,389,965	-	1,389,965	-
* Red Arroyo Storm Water Basin	151,040	-	151,040	-
Total Expenditures	2,233,745	84,321	2,118,066	115,679
Total Water Supply Projects				115,679
Affordable Housing				
Revenues				
* Sale of Fixed Assets - Blackshear Properties	394,351	-	394,351	-
Total Revenues				
Expenditures				
Affordable Housing	3,347,965	232,026	3,275,126	72,839
* Administrative Contract	120,405	-	120,405	-
* Blackshear Neighborhood Boundary	28,300	-	28,300	-
* Blackshear Properties	404,125	-	404,125	-
* Neighborhood Blitz	550,000	-	550,000	-
* Neighbors Helping Neighbors	53,000	-	53,000	-
* Rebuilding Together - Housing One Stop	23,759	-	23,759	-
* Rebuilding Together - Housing Repair	74,920	-	74,920	-
* Rehabs	114,487	-	114,487	-
* Roofing Grant	200,000	-	200,000	-
Total Expenditures	4,916,961	232,026	4,844,123	72,839
Total Affordable Housing				72,839
Other Projects				
* Sports Facilities Maintenance	285,353	-	285,353	-
Total Expenditures	285,353	-	285,353	-
Total Ballot Projects Committed, Not Expended				188,518
Voter Approved Projects:				
* Fort Concho Improvements	900,000	-	900,000	-
* Sports & Athletics Facilities	708,744	-	708,744	-
* 29th Street Sports Complex	1,750,000	-	1,750,000	-
Total Expenditures	3,358,744	-	3,358,744	-
Total Voter Approved Projects Committed, Not Expended				-

* Completed

City of San Angelo Development Corporation
Transaction Detail by Account
September 2020

Group #	PO #	Type	Date	Number	Description	Amount
Fund 700 DEVELOPMENT CORPORATION						
700-0000-313.00-00 TAX / SALES AND USE TAX						
7983		AJ	9/30/2020	725	COSADC Sales Tax	221,816.48
700-0000-361.10-00 INTEREST / INTEREST ON INVESTMENTS						
8090		AJ	9/30/2020	757	COSADC BANK INT SE	43.63
8090		AJ	9/30/2020	757	COSADC BANK INT SE	833.71
8096		AJ	9/30/2020	762	Security Matured/C	18,500.00
700-0000-363.11-00 RENT / RENT						
7595		AJ	9/15/2020	MR		2,012.04
700-0000-380.10-00 MISC / MISC						
7769		CR	9/24/2020	401588	ECO DEV PROG COUNTY INSU	6,466.24
700-0000-391.60-00 TRANSFER / TRANSFER FROM AIRPORT						
7881		AJ	9/29/2020	708	VERTEX AEROSPACE F	12,117.39
700-0700-411.03-11 PROFESSIONAL & TECHNICAL / INDIRECT COST						
8016		AJ	9/30/2020	734	DC ADMIN SRV 4TH Q	61,419.25
700-0700-411.03-12 PROFESSIONAL & TECHNICAL / ADMINISTRATIV						
8016		AJ	9/30/2020	734	DC ADMIN SRV 4TH Q	98,649.25
700-0700-411.03-20 PROFESSIONAL & TECHNICAL / PROFESSIONAL						
8083		AJ	9/30/2020	750	Sept Monthly Corre	-10,384.66
PROJECT#: DC0123						
7900	123088	AP	9/29/2020	678448	SKG ENGINEERING	-3,594.00
PROJECT#: DC0147						
7901	123088	AP	9/29/2020	5223	SKG ENGINEERING	3,594.00
PROJECT#: DC0147						
7815	123088	AP	9/8/2020	678448	SKG ENGINEERING	3,594.00
PROJECT#: DC0147						
7450		AP	9/4/2020	5198	J BAR MEATS LLC	45,000.00
PROJECT#: DC0164						
7556	122390	AP	8/31/2020	5201	CONSTRUCTION SERVI	585
PROJECT#: DC0147						
7705	122296	AP	8/31/2020	5213	REECE ALBERT INC	69,747.46
PROJECT#: DC0147						
7705	122296	AP	8/31/2020	5213	REECE ALBERT INC	434,415.35
PROJECT#: DC0147						
700-0700-411.04-11 PURCHASED SERVICES / WATER/SEWER UTILITI						
7326		AJ	9/3/2020	UT	UB CHARGE UPDATE	135.6
7291		AJ	9/2/2020	UT	UB CHARGE UPDATE	15
700-0700-411.04-12 PURCHASED SERVICES / NATURAL GAS						
7688	121088	AP	9/9/2020	5208	ATMOS ENERGY	82.62
700-0700-411.04-13 PURCHASED SERVICES / ELECTRICITY						
7795		AP	9/24/2020	678425	GEXA ENERGY, LP	966.11
7386		AP	6/30/2020	5197	GEXA ENERGY, LP	917.34
700-0700-411.04-31 PURCHASED SERVICES / BLDG. & GROUNDS MAI						
7839	120877	AP	9/24/2020	5220	HOUSE OF CHEMICALS	36.54
7839	120875	AP	9/23/2020	5216	ANGELO WATER SERVI	84.15
7783	121314	AP	9/13/2020	5219	DIRT DOC, LLC	725
7783	121837	AP	9/9/2020	5222	MC ELECTRIC	121.77
7633	120877	AP	9/4/2020	5212	HOUSE OF CHEMICALS	113.59
7651	121754	AP	9/1/2020	5210	ENER-TEL SERVICES	100
7541	121087	AP	8/31/2020	5214	REPUBLIC SERVICES,	27.86
7784	121357	AP	8/28/2020	5221	JR SILVA TREE SERV	714
7784	121357	AP	8/28/2020	5221	JR SILVA TREE SERV	76
7472	120877	AP	8/17/2020	5202	HOUSE OF CHEMICALS	54.67
7472	120877	AP	8/14/2020	5202	HOUSE OF CHEMICALS	68.05

City of San Angelo Development Corporation
Transaction Detail by Account
September 2020

Group #	PO #	Type	Date	Number	Description	Amount
700-0700-411.04-42 PURCHASED SERVICES / RENT OF EQUIPMENT						
7783	121698	AP	9/21/2020	5218	CTWP	136.33
7694		AP	9/17/2020	5209	CTWP	121.76
700-0700-411.05-30 PURCHASED SERVICES / COMMUNICATION						
7896		AJ	9/22/2020	718	VoIP - Sept 20	263.76
8014		AJ	9/21/2020	732	Suddenlink Sept 20	489.65
700-0700-411.05-31 PURCHASED SERVICES / CELLULAR PHONE						
7891		AJ	9/22/2020	715	AT&T Sept 20	57.55
7892		AJ	9/21/2020	716	Verizon Chrgs Aug	55.31
700-0700-411.05-40 PURCHASED SERVICES / ADVERTISING						
7732	121300	AP	9/22/2020	5193	GO SAN ANGELO	-495.36
7733	121300	AP	9/22/2020	5211	GO SAN ANGELO	495.36
7459		CR	9/9/2020	384897	ECO DEV	-5,000.00
700-0700-411.05-42 PURCHASED SERVICES / LEGAL NOTICES						
7269		CR	9/1/2020	374970	ECO DEV LEGAL NOTICES	-463.38
700-0700-411.05-65 PURCHASED SERVICES / SPECIAL PROJECT "A"						
7783	121415	AP	9/12/2020	5217	CANON FINANCIAL SE	114.74
7555	122039	AP	9/1/2020	5207	WALLACE, RUSSELL E	596
7450		AP	8/31/2020	5199	ROCK YOUR WORLD DE	544.67
7535	121567	AP	7/23/2020	5203	KIRBO'S OFFICE SYS	159.12
7537	121567	AP	4/22/2020	5203	KIRBO'S OFFICE SYS	378.48
7539	121567	AP	1/22/2020	5203	KIRBO'S OFFICE SYS	319.32
700-0700-411.05-90 PURCHASED SERVICES / CONVENTIONS & SCHOO						
7443	122328	AP	9/9/2020	677936	TEXAS ECONOMIC DEV	-120
7444	122328	AP	9/9/2020	5200	TEXAS ECONOMIC DEV	120
7443	122328	AP	9/9/2020	677936	TEXAS ECONOMIC DEV	-120
7444	122328	AP	9/9/2020	5200	TEXAS ECONOMIC DEV	120
700-0700-411.06-10 SUPPLIES / OFFICE SUPPLIES						
7541	121070	AP	8/22/2020	5206	STAPLES ADVANTAGE	21.99
7556	121070	AP	8/19/2020	5215	STAPLES ADVANTAGE	123.6
700-0700-411.06-14 SUPPLIES / POSTAGE & SHIPPING						
7797		AP	9/15/2020	9288	POSTMASTER	14
700-0700-411.06-26 SUPPLIES / GASOLINE						
8073		AJ	9/30/2020	746	Fuel Charges - Sep	31.4
700-0700-411.06-30 SUPPLIES / FOOD						
7555	121912	AP	9/1/2020	5205	SAN ANGELO CHAMBER	144
700-0700-800.07-42 PROPERTY / VEHICLES						
8074		AJ	9/30/2020	747	RECLASS FROM DEPAR	1,765.37
700-0705-411.04-11 PURCHASED SERVICES / WATER/SEWER UTILITI						
7467		AJ	9/9/2020	UT	UB CHARGE UPDATE	68.36
7418		AJ	9/8/2020	UT	UB CHARGE UPDATE	37.67
700-0705-411.04-31 PURCHASED SERVICES / BLDG. & GROUNDS MAI						
7784	121357	AP	8/28/2020	5221	JR SILVA TREE SERV	254
7557	121785	AP	7/28/2020	5204	PULLIG CONTRACTING	725

City of San Angelo Development Corporation
Transaction Detail by Account
September 2020

Group #	PO #	Type	Date	Number	Description	Amount
Fund 711 COSADC - BALLOT						
711-0000-313.00-00 TAX / SALES AND USE TAX						
7983		AJ	9/30/2020	725	COSADC Sales Tax	570,385.24
711-0000-361.10-00 INTEREST / INTEREST ON INVESTMENTS						
8090		AJ	9/30/2020	757	COSADC BANK INT SE	3.79
8090		AJ	9/30/2020	757	COSADC BANK INT SE	682.13
711-0700-411.03-13 PROFESSIONAL & TECHNICAL / ADM SVCS-AFFO						
8016		AJ	9/30/2020	734	DC ADMIN SRV 4TH Q	7,533.75
7928		CR	9/30/2020	407875	ECO DEV AFFORDABLE HOUSIN	-37,487.25
711-0700-411.03-20 PROFESSIONAL & TECHNICAL / PROFESSIONAL						
8083		AJ	9/30/2020	750	Sept Monthly Corre	10,384.66
PROJECT#: DC0123						
7883		AJ	9/29/2020	710	REIMB COST WEST TE	12,845.95
PROJECT#: DC0123						
7876		AP	9/29/2020	2006	FIRST TITLE CO	36,204.60
PROJECT#: DC0200						

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures
Fiscal Year through September 30, 2020

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

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

	Dept	Current Budget	Month Actual	YTD W/Enc	Over/(Under) Budget	Previous Years Activity	Inception to Date
Beginning Fund Balance		**855,955**		**855,955**			
REVENUES:							
C.O. Proceeds		-	-	-	-	13,780,000	13,780,000
Municipal Pool Donation		-	-	-	-	21,225	21,225
SASSRA Stock Barn		-	-	-	-	157,722	157,722
Transfer from Dev. Corp.		-	-	-	-	4,220,000	4,220,000
Interest Income		-	59	1,643	1,643	168,882	170,525
Total Revenues		-	59	1,643	1,643	18,347,829	18,349,472
EXPENDITURES:							
Airport Terminal Rehab	3925	-	-	-	-	500,000	500,000
Concho River	4119	258,084	-	2,249	(255,835)	8,341,918	8,344,167
Parks	6000	291,021	1,365	38,326	(310,756)	459,051	497,377
Unidad Park Refurbishment	PK0001	175,000	-	-	(175,000)	-	-
Red Arroyo Trail	6040	-	-	-	-	325,000	325,000
Recreation	6100	75,000	-	-	(75,000)	2,597,817	2,597,817
Fort Concho Improvements	6301	-	-	-	-	100,001	100,001
Auditorium	6602	-	-	-	-	3,750,001	3,750,001
Fairgrounds	6636	-	-	-	-	1,157,722	1,157,722
Transfer to Intergovernmental	1994	75,000	60,000	75,000	-	-	75,000
Issue Costs	9900	-	-	-	-	260,363	260,363
Total Expenditures		874,105	61,365	115,575	(816,591)	17,491,873	17,607,448
Revenue Over/(Under) Expenditures		**(874,105)**	**(61,306)**	**(113,932)**			
Ending Fund Balance		**(18,150)**		**742,023**			

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures
Fiscal Year through September 30, 2020

Hickory Water Supply - Fund 516

Debt Payments Through 2031

	Dept	Current Budget	Month Actual	YTD W/Enc	Over/(Under) Budget	Previous Years Activity	Inception to Date
Beginning Fund Balance		**2,090,675**		**2,090,675**			
REVENUES:							
Interest		-	624	17,235	17,235	600,798	618,033
C.O. Proceeds		-	-	-	-	119,998,750	119,998,750
Total Revenues		-	624	17,235	17,235	120,599,548	120,616,783
EXPENDITURES:							
Easements/Property Damage	4150	-	-	-	-	106,865	106,865
Engineering	4157	2,076,396	117,439	2,076,396	-	17,632,306	19,708,702
Well Field Pipelines	4152	-	-	-	-	3,026,918	3,026,918
30 " Transmission Main	4153	-	-	-	-	38,681,022	38,681,022
Well Field Pumps	4154	-	-	-	-	12,831,038	12,831,038
Well Field Pump Station	4155	-	-	-	-	1,617,139	1,617,139
Well Field Expansion	4158	-	-	-	-	7,668,888	7,668,888
Treatment Plant	4156	-	-	-	-	27,132,194	27,132,194
Well Field Expansion #2	4159	-	-	-	-	9,640,252	9,640,252
Issue Costs	9900	-	-	-	-	172,251	172,251
Total Expenditures		2,076,396	117,439	2,076,396	-	118,508,873	120,585,269
Revenue Over/(Under) Expenditures		**(2,076,396)**	**(116,815)**	**(2,059,161)**			
Ending Fund Balance		**14,279**		**31,514**			

	Revenues
Previous Years Activity	120,599,548
Current Year Budget	-
Less Interest Earned	(600,798)
TOTAL	**119,998,750**

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider approving the proposed COSADC meeting calendar for 2021 (Presentation made by Nora Nevarez, Economic Development Assistant)

Summary/History:

Consider approving the proposed COSADC meeting calendar for 2021.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. 2021 Board Meeting Schedule — 2021 Board Meeting Schedule.pdf

Presentation:

Approvals/Reviews:

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

CITY OF SAN ANGELO TEXAS
Development Corporation

Meeting Schedule 2021

McNease Convention Center 501 Rio Concho Dr. 8:30 am
January 27, 2021
February 24, 2021
March 24, 2021
April 28, 2021
May 26, 2021
June 23, 2021
July 28, 2021
August 25, 2021
September 22, 2021
October 27, 2021
November 17, 2021*
December 15, 2021*

*Moved to accommodate holiday.

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider adoption of a resolution authorizing the use of sales and use tax funds in an amount not to exceed $150,000, to provide an economic development incentive matching grant with Ethicon, Inc. and Principal LED, LLC to SME Education Foundation for its SME Prime next generation of manufacturing, fabrication and engineering talent high school or similar program for high school students in the City of San Angelo in partnership with local manufacturers to prepare students for careers in manufacturing, fabricating and engineering related jobs, a project authorized for a Type B corporation under local government code chapters 501 and 505 of the Texas Development Corporation Act."

Summary/History:

This topic was introduced and discussed by Mark Jones of SME Prime at the September 23, 2020 COSADC Board meeting. COSADC will match $150,000 in funding being provided by Ethicon and Principal LED. The payments will be made over a three year period of time at $50,000 annually beginning in 2021.
The attachments provide a description of the SME Prime program. The program is administered by the Society of Manufacturing Engineers (SME) Foundation. SME Prime stands for Society of Manufacturing Engineering Partnership Response in Manufacturing Education.

Financial Impact:

$150,000 paid over a period of three years starting in 2021 with annual payments of $50,000.

Other Information/Recommendation:

Attachments:

1.	City of San Angelo Development Corporation Funding Request	City of San Angelo Development Corporation Funding Request.docx
2.	SME Education Foundation - Overview Brochure DIGITAL	SME Education Foundation - Overview Brochure DIGITAL.pdf
3.	SME Education Foundation - Inspire - Student Summits DIGITAL	SME Education Foundation - Inspire - Student Summits DIGITAL.pdf
4.	SME Education Foundation - Prepare - SME PRIME DIGITAL	SME Education Foundation - Prepare - SME PRIME DIGITAL.pdf
5.	SME Education Foundation - Support - Student Scholarships DIGITAL	SME Education Foundation - Support - Student Scholarships DIGITAL.pdf

Presentation:

Approvals/Reviews:

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

August 31st, 2020

Mr. Guy Andrews
Economic Development Director
City of San Angelo Development Corporation
69 N. Chadbourne Street
San Angelo, TX 76903

RE: Funding request to support the development of an SME PRIME manufacturing education program within the San Angelo Independent School District

Dear Mr. Andrews,

In follow-up to our presentation in San Angelo on February 27th, as well as our recent conversations, at your request I am submitting this letter to formally request funding from the City of San Angelo Development Corporation to help establish an SME PRIME manufacturing education program within the San Angelo Independent School District (San Angelo ISD).

Funding Request:

The SME Education Foundation (SMEEF) formally requests $150,000 to be paid over a three-year period.

Organizational Background:

The SME Education Foundation was established in 1979 as a non-profit organization and serves as the philanthropic arm of the Society of Manufacturing Engineers.

The Society of Manufacturing Engineers was founded in 1932 as a national non-profit association of professionals, educators, and students dedicated to promoting and supporting the manufacturing industry.

The mission of the SME Education Foundation is to inspire, prepare, and support the next generation of manufacturing and engineering talent.

Problem Addressed by SME PRIME:

The U.S. is facing a severe shortage of manufacturing workers nationwide.

This shortage is largely due to two key factors. First, as baby boomers age large numbers are leaving the manufacturing industry due to retirement. Second, over the past several decades young people have been discouraged from pursuing careers in manufacturing as parents and schools channeled young men and women towards traditional 4-year college degrees. As a result, the workforce shortage issue in the manufacturing sector is now acute.

According the National Association of Manufacturers, 522,000 manufacturing jobs across the country are currently unfilled. A 2018 Deloitte Manufacturing Institute report suggests that 2.4 million of these jobs could go unfilled between 2018 and 2028. The report further suggests that these unfilled jobs could cost industry approximately $2.5 trillion by 2028.

The SME PRIME program directly addresses this shortage by establishing state-of-the-art manufacturing programs in high schools designed to educate and train the next generation manufacturing workforce.

Program Description:

SME PRIME is a manufacturing education program developed for and implemented in high schools nationwide by the SME Education Foundation.

Supported and informed by private industry, SME PRIME builds cost-effective, highly tailored manufacturing/engineering programs designed to provide students with the skills they need to pursue careers in manufacturing immediately upon graduation or to purse post-secondary education in STEM-related or manufacturing fields.

The strength of the PRIME program is the partnership that occurs between the SME Education Foundation, a local high school, and one or more industry partners who collaborate to develop a program that teaches students manufacturing skills that are in

demand by employers in their community**. In this manner, SME PRIME directly addresses the workforce needs of local employers.**

The PRIME program focuses on implementing educational pathways that are identified through input received from manufacturers who partner with the school. The list of pathways available to PRIME schools and students is shown below:

1. Additive Manufacturing
2. Computer Aided Design and Manufacturing
3. Engineering
4. Industrial Maintenance
5. Machining and Fabrication
6. Materials Science
7. Mechatronics and Robotics
8. Metrology and Quality
9. Welding

Program Deliverables:

The PRIME program provides six key deliverables **AT NO COST** to participating schools:

1. Manufacturing equipment, materials and supplies
2. Tailored curriculum plan
3. Professional development
4. Post-secondary scholarships
5. STEM-related extra-curricular activities (camps, clubs, field trips, etc.)
6. Marketing assistance to promote the program

Program Implementation:

In implementing the PRIME program in a school, the SME Education Foundation collaborates with a variety of partners, including manufacturers, schools, foundations, local and state entities, equipment and curriculum vendors, and others to deliver the PRIME program. Each partner collaborates with SMEEF to play an important role in the implementation of a successful PRIME program:

- SME works with its industry partners and manufacturers to secure funding for the local PRIME school, solicit their input into the curriculum design process and create opportunities for students to gain relevant, hands-on knowledge and skills for manufacturing. Through PRIME, manufacturing partners are encouraged to

actively engage with their school, to serve on advisory boards and to connect with students by providing internships, co-ops and mentoring opportunities and hosting Manufacturing Day and other industry-related events.

- Schools and teachers implement the PRIME curriculum and work with manufacturers and SME Education Foundation staff to develop on-going program evaluations and performance metrics.

- Tooling-U SME, one of the country's premier providers of workforce education and development programming, plays an important role in the implementation of PRIME by providing access to its vast library of manufacturing training modules.

    - As background, Tooling-U SME is used by more than half of the Fortune 500 companies for their workforce education and development needs and has a client base of over 5,000 companies across the United States and Canada. Their extensive experience in the workforce education sector provides tremendous benefit to SME PRIME schools and partnering companies.

- SME PRIME works with the National Coalition of Certification Centers (NC3) to provide professional education to PRIME school teachers as needed. NC3 offers advanced technical education to teachers from highly skilled instructors, allowing them to bring their new knowledge back to their PRIME classrooms.

- SME PRIME also works with equipment vendors such as Starrett/Snap On, Siemens, Mastercam, FANUC, Haas Automation and others in acquiring the equipment necessary to fully equip a PRIME school.

Program Reach and Impact:

Since 2011 PRIME has reached more than 50,000 students in 60 schools located in 22 different states around the country. Importantly, our research into the efficacy of PRIME programs indicates that nearly 85% of students graduating from PRIME high schools either entered the manufacturing workforce or pursued additional education within a manufacturing or STEM-related field.

SME PRIME designated schools serve as high profile catalysts within their communities, broadening the scope of opportunities available to students while facilitating relationships between schools and local manufacturing companies. **PRIME offers the opportunity for students who are not college-bound to change the trajectory of their lives by developing marketable skills that are in great demand by manufacturers within their communities.**

Schools and teachers also benefit from PRIME. With historic cuts in vocational training, the number of experienced teachers has declined nationwide. PRIME teachers receive professional development and training that builds their instructional capabilities.

Participating schools receive state-of-the-art equipment, curriculum and other resources that strengthen their manufacturing career training programs. Manufacturers derive important benefits from PRIME. The collaborative partnerships they form with schools in their communities give them a direct connection to a local high school and the ability to influence the development of a trained future workforce tailored to meet their needs. Through their involvement with PRIME, manufacturers can fulfill two key business objectives by linking corporate citizenship goals to workforce development needs.

Funding Model:

The costs associated with funding an SME PRIME program are approximately $315,000 over a three-year period. These funds cover the costs of the deliverables the SME Education Foundation provides to the school as described above.

Funds for PRIME programs are secured primarily from the manufacturers who become investors and partners with their PRIME school. As discussed previously, these funds underwrite the costs of equipment, materials, curriculum and other expenses associated with the implementation of PRIME. Funding for the program is also derived from foundation grants, government grants, community organizations, and other sources.

Current Status:

The San Angelo Independent School District has expressed its interest in developing an SME PRIME program.

We are currently in the process of reaching out to companies in the greater San Angelo area to introduce them to the PRIME program and to invite their investment and participation. Ethicon, through its Plant Manager, has expressed its strong interest in supporting the program and partnering with San Angelo ISD. Principal LED has also expressed tentative interest.

Grant Impact:

This grant from the City of San Angelo Development Corporation would provide approximately one-half of the necessary funding to support SME PRIME program development and implementation within San Angelo ISD.

Importantly, this level of investment by COSADC would make it more much more affordable and attractive for San Angelo area companies (regardless of size) to participate as investors and manufacturing partners as it would significantly reduce their investment costs**. In this manner, this investment is an economic development initiative that will benefit manufacturers throughout the entire greater San Angelo area.**

I am happy to provide additional information and answer any other questions you may have about the SME Education Foundation or the SME PRIME program at your convenience.

Thank you for considering this funding request.

Sincerely,

Mark Alan Jones
Senior Development Officer
SME Education Foundation
1000 Town Center, Suite1910
Southfield, MI 48075

Phone: (708) 359-1544
Email: mjones@sme.org

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SME Education Foundation: **Overview**

Mission

The SME Education Foundation inspires, prepares and supports the next generation of manufacturing and engineering talent through its Student Summit event series, SME PRIME® (Partnership Response In Manufacturing Education) initiative, and Student Scholarship program.

The philanthropic arm of SME, an internationally recognized nonprofit organization serving the manufacturing industry, the SME Education Foundation has had significant impact on hundreds of thousands of people since its inception in 1979.

A national 501(c)(3) organization, the foundation draws upon SME's almost 90-year history and thought leadership in manufacturing-focused conference and events, media production, and training and workforce development — as well as its international membership — to attract and develop a skilled manufacturing workforce.

Why do we do it?

We understand that manufacturing is key to economic growth and prosperity, and that a manufacturing talent shortage and skills gap threatens both. Without a spirited, highly skilled workforce, manufacturing – and the global population who rely upon it – will suffer.

For more information, contact us at 313.425.3000.

Join us on

smeef.org

INSPIRE

STUDENT SUMMITS

Providing student-centric programming with hands-on challenges and competitions, technology demonstrations and guided show-floor tours at SME conferences and events.

"What an amazing experience for our students regarding manufacturing and engineering. Extremely well-organized, highly educational, and student-friendly booths and vendors. One of the best field trips I have attended in my 13 years as an SPS educator."

Paul Scoville, Springfield (Mass.) High School of Science and Technology

PREPARE

SME PRIME

Directly enhancing the skilled trades pipeline by partnering with industry to develop manufacturing programs in high schools across the country, providing modern equipment, tailored curriculum and a hands-on training experience.

"We want to expand and improve STEM education and workforce development outcomes. We're delighted to join with local businesses, government and Fraser Public Schools to provide opportunities for students to learn hands-on skills through the PRIME curriculum — and to explore meaningful careers in Macomb County."

Michael Simcoe, vice president of global design, GM

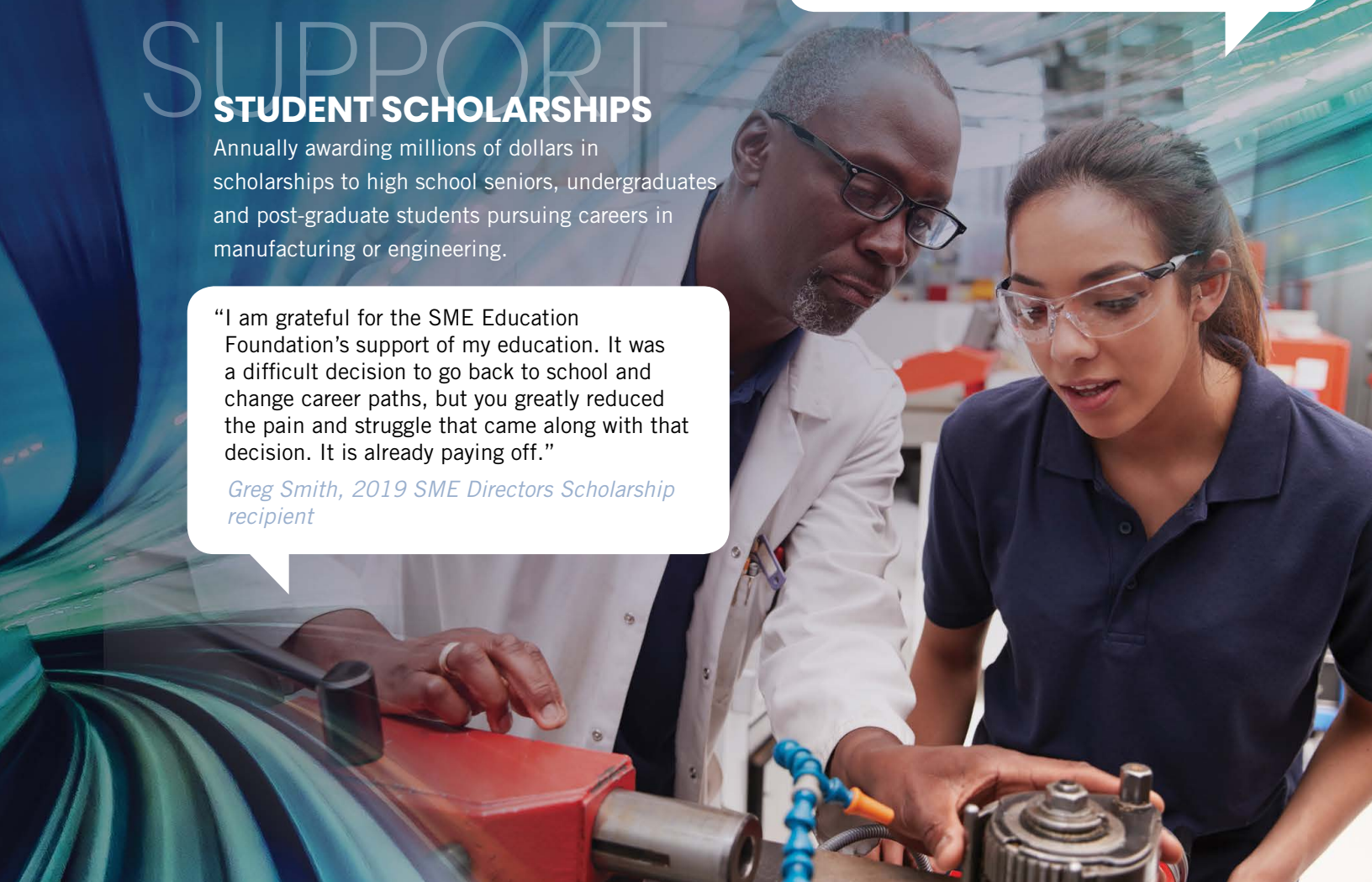
SUPPORT

STUDENT SCHOLARSHIPS

Annually awarding millions of dollars in scholarships to high school seniors, undergraduates and post-graduate students pursuing careers in manufacturing or engineering.

"I am grateful for the SME Education Foundation's support of my education. It was a difficult decision to go back to school and change career paths, but you greatly reduced the pain and struggle that came along with that decision. It is already paying off."

Greg Smith, 2019 SME Directors Scholarship recipient



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Student Summits

The first step in developing the next generation of talent is to inspire students to consider manufacturing as a career choice. The SME Education Foundation Student Summit event series showcases the high-tech nature of modern manufacturing and effectively fights the misperception that manufacturing is dull, dirty and dying.

Delivering student-centric programming, guest speakers, hands-on competitions, technology demonstrations and guided show-floor tours, these one-day summits are designed to provide 16- and 17-year-old students with their first taste of manufacturing.

Student Summits are hosted alongside SME conferences and events across North America, and high schools from the surrounding areas are invited to participate. Parents have the opportunity to attend with their children as chaperones.

HANDS-ON COMPETITIONS

- **Drone Challenge**
- **Mars Rover Challenge**
- **Racing Challenge**

*Winning teams receive cash prizes and/or scholarships

Ways you can help:

- Invest in a summit
- Refer a school
- Nominate a speaker

INSPIRE

SME EDUCATION FOUNDATION

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Student Summits take place at
SME conferences and events.

AeroDef Manufacturing

MMTS MONTREAL MANUFACTURING TECHNOLOGY SHOW

westec

rapid + tct

FABTECH

CMTS CANADIAN MANUFACTURING TECHNOLOGY SHOW

FABTECH

houstex

southtec

SMART MANUFACTURING EXPERIENCE

eastec

FABTECH

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SME PRIME

Supported and informed by private industry, SME PRIME® (Partnership Response In Manufacturing Education) builds cost-effective and tailored manufacturing/ engineering programs in high schools across the country.

PRIME students receive hands-on training on modern equipment, and learn about technology and processes through tailored curriculum that is informed by local manufacturers in their communities. Students who wish to pursue a post-secondary education in manufacturing or engineering have the opportunity to apply for an exclusive PRIME scholarship.

PRIME teachers receive professional development and certifications that equip them to certify their students.

PRIME investors receive a pool of skilled talent who have been trained — and often certified — to fill specific roles at their respective manufacturing companies, providing the investors with a direct return on their investment.

Manufacturing companies of all sizes can invest in a PRIME program.

TOP PRIME DELIVERABLES

1. Equipment and Supplies
2. Curriculum and Certification
3. Professional Development
4. Scholarships
5. Extracurricular Activities

All deliverables are free to the school and informed by local manufacturers.

PRIME PATHWAYS

- Additive manufacturing
- Computer-aided design and manufacturing
- Engineering
- Industrial maintenance
- Machining and fabrication
- Materials science
- Mechatronics and robotics
- Metrology and quality
- Welding

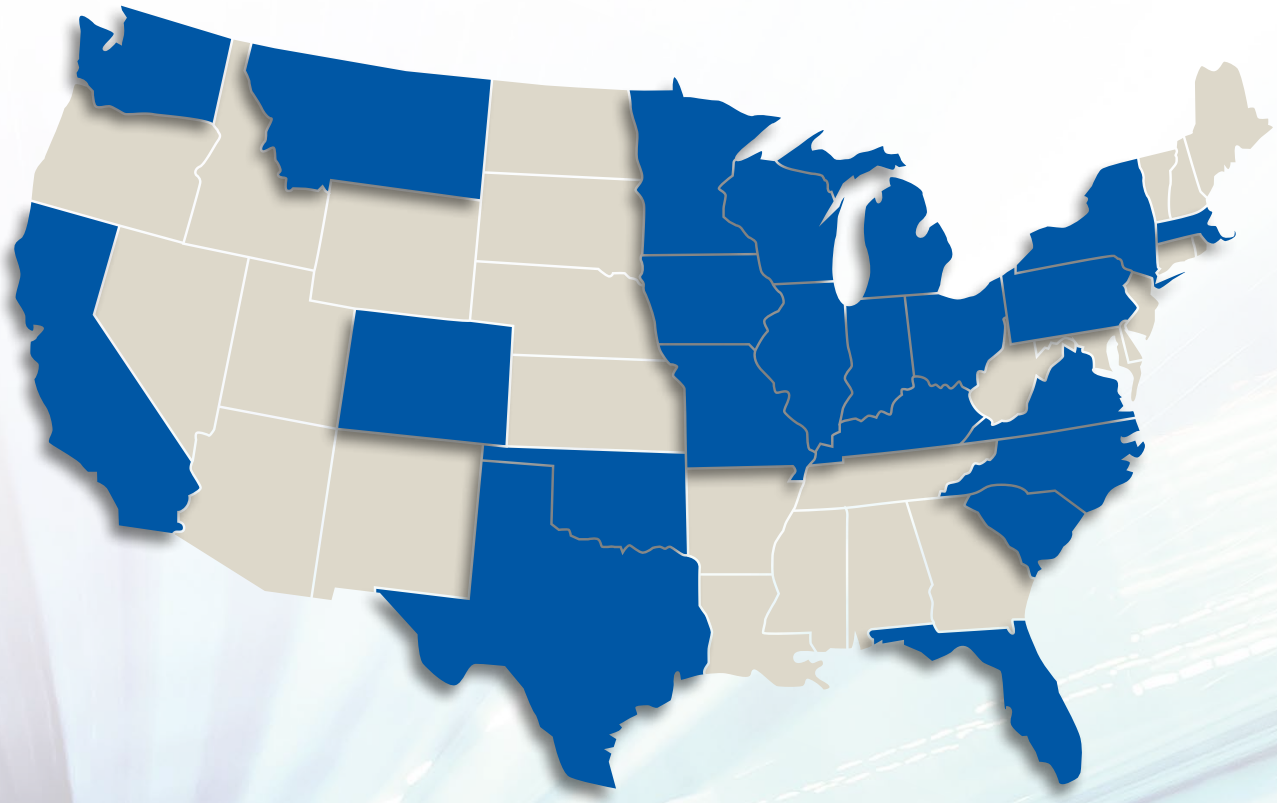
Ways you can help:

- Support PRIME Network
- Invest in the PRIME initiative
- Recommend a School District

PREPARE

sme | prime®

Located in more than 50 schools across dozens of states, PRIME has served nearly **100,000 students** to date. And it's gotten measurable results: **84 percent** of students who graduated from a PRIME program are pursuing careers or post-secondary education in a manufacturing or engineering field.



LEGEND

States with SME PRIME Schools

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Scholarship Program

The SME Education Foundation annually awards millions of dollars in scholarships to graduating high school seniors, undergraduates and graduate students pursuing two-year, four-year or advanced degrees in manufacturing or engineering.

Nearly 60 individual scholarship funds award hundreds of students with scholarships ranging from $1,000 – $40,000. Awardees can use the money for tuition, books, on-campus living expenses, or lab and course fees.

Scholarship applications are accepted from Nov. 1 – Feb 1. every year, and awards are announced in the spring. Winners of the larger awards, along with their parents, receive airfare and lodging to attend SME's International Awards Gala, where they are publicly recognized and presented with their checks.

Scholarship Administration

In addition to awarding scholarships from its own endowed funds, the SME Education Foundation administers scholarships on behalf of major corporations. Our professional scholarship management expertise helps corporations achieve their goals of supporting post-secondary educational opportunities for students pursuing careers in manufacturing, manufacturing technology and closely related disciplines.

Applicants are evaluated and scored via a thorough selection process, led by an exemplary scholarship review committee made up of SME Education Foundation board members, SME members and industry professionals.

Ways you can help:

- Endow a scholarship
- Refer scholarship applicants
- Ask the SME Education Foundation to administer your scholarship

SUPPORT

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SUPPORT THE NEXT GENERATION OF MANUFACTURING ENGINEERS.

Visit smeef.org now.

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider authorizing extension of the professional services performance agreement with the San Angelo Chamber of Commerce, Incorporated as provided in the agreement, through December 31, 2021, for adjusted compensation in the annual sum of $262,500, and directing the Board President to execute such agreement and any related documents in a form approved by the City Attorney. (Presentation by Guy Andrews, Director of Economic Development.)

Summary/History:

This item was discussed in Executive Session at the September 23, COSADC Board of Directors Meeting.

Extension of the COSADC - Chamber of Commerce Professional Services Agreement with a $12,500 annual increase. This will increase the agreement from $250,000 annually to $262,500 annually. Payments will be made quarterly in the amount of $65,625 beginning in January 2021. The first year of the agreement will run from January 1, 2021 through December 31, 2021. The agreement will be for a period of two (2) years. The $12,500 will be re-allocated from discontinued membership in The High Ground of Texas.

Additional tasks are being added to include special marketing campaigns that address developing opportunities that arise such as those resulting from supply chain disruptions, on-shoring initiatives, and other adaptations resulting from the changed business and industrial environments. Also, tasks related to exploring new business opportunities in Mexico that would utilize the South Orient Freight Corridor.

Financial Impact:

This will increase the agreement from $250,000 annually to $262,500 annually. The $12,500 increase will be re-allocated from the discontinued membership in The High Ground of Texas.

Other Information/Recommendation:

Attachments:

1.20- 20-

1102_COSADC_CHAMBER_K_2021_EXTEND_AMEND_RESO (FINAL)	1102_COSADC_CHAMBER_K_2021_EXTEND_AMEND_RESO (FINAL).docx
2. 20-1102_COSADC_CHAMBER_K_2021(FINAL)	20-1102_COSADC_CHAMBER_K_2021(FINAL).docx

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING EXTENSION OF THE PROFESSIONAL SERVICES PERFORMANCE AGREEMENT WITH THE SAN ANGELO CHAMBER OF COMMMERCE, INCORPORATED, THROUGH DECEMBER 31, 2022, FOR ADJUSTED COMPENSATION IN THE ANNUAL SUM OF $262,500.

WHEREAS, on the 25th day of September, 2019, the COSADC Board approved a Project authorizing the use of sales and use tax funds for a Professional Services Performance Agreement to be negotiated with the San Angelo Chamber of Commerce, Incorporated, for the provision of marketing, recruitment and related activities pertaining to targeted industries for economic development purposes, in a form approved by the City Attorney, for an annual compensation of $250,000, payable in quarterly installments, effective through December 31 2020, and subject to extension by duly authorized written agreement of the parties; and,

WHEREAS, the Board has determined that the contract should be extended for an additional two (2) years, through December 31, 2022, with revisions to include adjusting the annual sum payable to $262,500 substantially in the form attached hereto as **Exhibit "A";** and,

WHEREAS, the San Angelo Chamber of Commerce is agreeable to extend the Professional Services Agreement for the adjusted compensation on terms as set forth in the agreement attached hereto as **Exhibit "A"**; and,

WHEREAS, extension of the agreement on terms provided is subject to approval of the City of San Angelo City Council;

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

The Board President, subject to approval of the City Council, is authorized and directed to execute the 2021 Professional Services Performance Agreement extending the term of the Agreement through December 31, 2022, for an annual consideration of $262,500 in substantially the form of **Exhibit "A"** attached hereto.

ADOPTED on this the 28th day of October, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST**:**
By: _____
Nora Nevarez, Corporation Secretary

2021 COSADC-CHAMBER OF COMMERCE
PROFESSIONAL SERVICES PERFORMANCE AGREEMENT

This Agreement is entered into this 28th day of October 2020, and having an Effective Date of January 1, 2021, by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas nonprofit economic development corporation ("COSADC") and the SAN ANGELO CHAMBER OF COMMERCE, INCORPORATED. a Texas non-profit corporation ("PROVIDER").

RECITAL

A. COSADC is in need of professional economic development marketing and recruitment services to develop and implement an economic development marketing and recruitment program which will be conducive to ensuring the continued economic growth of the City of San Angelo ("Services").

B. PROVIDER possesses all necessary qualifications and expertise to perform Services.

C. COSADC wishes to engage the services of PROVIDER, and PROVIDER wishes to perform Services for COSADC, under the terms and conditions set forth herein ("Agreement").

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, COSADC and PROVIDER agree as follows:

TERMS

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

2. **INITIAL TERM:** The Initial Term of this Agreement shall commence on the Effective Date, subject to authorization of the COSADC Board and approval of the City

Council, and shall be in effect for two (2) years, terminating on December 31, 2022 ("Term"), unless earlier terminated as herein provided and subject to extension by duly authorized written agreement of the parties.

3. SCOPE OF SERVICE:

A. PROVIDER agrees to provide Services as prescribed in **Exhibit "A"**, "SCOPE OF SERVICES", attached here to and made a part of this Agreement for all purposes.

B. PROVIDER represents and warrants to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner prescribed in **Exhibit "A".**

4. COMPENSATION:

A. The total compensation payable by COSADC to PROVIDER for the Initial Term of this Agreement shall be $262,500. In no event shall the total compensation payable under this Agreement for the Initial Term exceed TWO HUNDRED SIXTY-TW0 THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($262,500).

B. PROVIDER shall maintain supporting documentation that contains sufficient detail to reflect work performed under Agreement to allow a proper audit of expenditures should COSADC require one to be performed.

C. Compensation payable by COSADC to PROVIDER under 4(A) "COMPENSATION" shall be paid quarterly according to the following schedule:

January 1, 2021 - $65,625.

April 1, 2021 - $65,625.

July 1, 2021 - $65,625.

October 1, 2021 - $65,625.

D. PROVIDER shall refund and remit to COSADC any and all compensation paid to PROVIDER by COSADC, not later than sixty (60) days after expiration of each fiscal year or after termination of Agreement under 7. "TERMINATION" hereunder, which are verified as being attributable to Services not actually performed or rendered by PROVIDER under Agreement.

5. **AUDIT AND INSPECTION RIGHTS:** CHAMBER shall establish and maintain a reasonable accounting system necessary to track, report and verify performance of the services to be provided under this agreement. During the Initial Term of this Agreement and any extension thereof, and for a period of three years from and after its expiration of the term as the term may be extended, PROVIDER shall allow COSADC or its third party auditor, upon five (5) days advance notice, to inspect and audit all books and records of PROVIDER as necessary to verify PROVIDER's compliance with the terms and conditions of this Agreement.

6. **INDEPENDENT PROVIDER**: This Agreement is not intended to create a joint enterprise. PROVIDER is and shall at all times be considered as an independent provider and

neither PROVIDER nor PROVIDER's employees shall be considered to be employees of COSADC or the City of San Angelo ("City").

A. PROVIDER agrees that this Agreement does not entitle PROVIDER or its employees, agents, or volunteers to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of PROVIDER or its employees or agents.

B. PROVIDER, its employees or agents shall be responsible for any business registration or licenses required by any governmental entity relating to PROVIDER's services under this Agreement.

C. Neither PROVIDER nor PROVIDER's employees, agents or volunteers are to be considered agents or employees of COSADC or City for any purpose, including that of federal and state taxation, and neither PROVIDER nor its employees or agents are entitled to any of the benefits that the COSADC or City may provide to their employees.

7. **TERMINATION:** It is understood and agreed that either COSADC or PROVIDER may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party.

8. **AMENDMENT:** Agreement constitutes the sole and entire agreement between COSADC and PROVIDER. No modification or amendment hereto shall be valid unless in a written instrument entered into by COSADC and PROVIDER, authorized by the COSADC Board and approved by City Council.

9. **CONTINGENCY CLAUSE:** COSADC funding for this Agreement is contingent on the availability of funds and continued authorization from the City Council. This Agreement

is subject to amendment or termination upon thirty days advance notice given to PROVIDER due to lack of funds, reduction of funds or discontinuance of City Council authorization.

10. **ASSIGNMENT:** This Agreement is not to be assigned by PROVIDER, in whole or in part, and PROVIDER shall not assign any part of its operations.

11. **REPORTING:** PROVIDER shall report to COSADC on its activities in relation to this Agreement as described in **Exhibit "B"** and upon request by COSADC Board.

12. **HOLD HARMLESS:** Each party agrees to indemnify, hold harmless, and defend the other from any and all claims, causes of action, and damages of every kind arising from the operations of the other, its officers, agents and employees, carried out in furtherance of this Agreement.

13. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in it, and supersedes all prior agreements, understandings and negotiations between the parties. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms of the Agreement.

EXECUTED in duplicate originals this day of _____, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Todd Kolls, President

ATTEST:

By: _____
Nora Nevarez, Corporate Secretary

SAN ANGELO CHAMBER OF

COMMERCE, INCORPORATD

By: _____
E. Walter Koening, President
EMAIL: walt@sanangelo.org

APPROVED AS TO CONTENT

_____
Guy D. Andrews, Economic Development Director

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services provided under this agreement include marketing, recruitment and related activities described in the "Task Summary", **Attachment 1** to this Exhibit. The Tasks shall, pertain to industries identified in the COSADC Strategic Plan and target jobs having specific NAICS Code classifications as outlined in **Attachment 2** to this Exhibit. The task descriptions below contain a number of specifically prescribed functions to be performed in carrying out the Scope of Services.

Task 1

Marketing and Recruitment Services

A. Provide professional economic development marketing and recruitment services to develop and implement an economic development marketing and recruitment program with all necessary qualifications and expertise to perform services.

B. Provide Public Relations services.

C. Participate in marketing efforts with the Governor's Office, Texas Economic Development Council, Texas Midwest Community Network (TMCN) and other economic development organizations to promote San Angelo for job creation and capital investment.

D. Meet with the COSADC Economic Development Director prior to presenting to the Board for consideration and final adoption of the PROVIDER's *Plan of Action* as it relates to economic development marketing and recruitment to solicit comments and input on desired outcomes and activities related to COSADC funding.

E. Present, no later than the October meetings of each year, such *Plan of Action* as it relates to economic development marketing and recruitment for approval at a regular meeting of the

COSADC. COSADC and PROVIDER staff will review the PROVIDER's Plan of Action as it relates to evaluating the success of efforts in the plan.

F. Present a written report, in January, April, July and October of each year to COSADC concerning the status of each task.

G. Maintain and publish a Community Profile, cost of living index, special media advertising land and buildings, general community information necessary for the site selection process.

H. Provide background information for any projects including, but not limited to, the site requirement form, economic impact analysis (which may be written in cooperation with COSADC on a case-by-case basis), prospect summary reports for use by COSADC staff in their preparation of a formal incentive application, financial due diligence reviews and/or presentations to the COSADC Board of Directors and City Council. Upon award of financial incentives as recommended by COSADC and approved by the City Council, COSADC shall become the primary point of contact for said business.

I. Work in cooperation with local economic development partners through the Business Resource Center model.

J. Maintain a cross-branded website between COSADC and PROVIDER website, with links as deemed appropriate by PROVIDER, to other local, state, and federal business resources, that will direct traffic to other partner websites including but not limited to: San Angelo Development Corporation, Downtown San Angelo, The Business Factory, Concho Valley Workforce Development, the ASU Small Business Development Center, Howard College/West Texas Training Center, and the San Angelo Chamber of Commerce, and any other economic development partner.

K. Coordinate San Angelo responses to all prospect leads, ensuring complete information sharing and involvement of all relevant economic development partners. All contacts and actions on leads, existing and potential companies/employers will be maintained and organized by PROVIDER using a mutually agreeable project management system.

L. Maintain current community information and other relevant information required by business prospects. This information is to be updated as soon as relevant new market data is available each year and coordinated with COSADC Staff to ensure consistency of data provided by COSADC and PROVIDER.

Task 2

Internet & Print Marketing

This may include subscriptions to online interactive sites, internet advertising costs, and any print media.

Task 3

Marketing Campaigns

Provide marketing materials to prospective primary job creators. PROVIDER will provide information to potential prospective employers highlighting the benefits of the regional market, labor pool, facilities, amenities, etc. encouraging them to consider San Angelo for expansion, relocation or merger/acquisition with existing primary employers. Consider and encourage, when feasible, cooperative working and supply relations between prospective employers and existing San Angelo companies. PROVIDER will, considering the impacts of the COVID—19 pandemic, develop special marketing campaigns that address developing opportunities that arise such as

those resulting from supply chain disruptions, on-shoring initiatives, and other adaptions resulting from the changed business and industrial environment.

Task 4

Prospect Meetings and Coordination

Encourage personal visits to San Angelo to discuss investment in the City with PROVIDER, COSADC staff, City/County staff, Workforce Development and all other economic development partners.

Task 5

Trade Shows

PROVIDER may engage in attendance at, exhibitor participation in, or the hosting of national, regional or local trade shows.

Task 6

Site Selector/Prospect Generation Services

PROVIDER may utilize website services and electronic advertising and engage the services of qualified professional site selection/prospect generation services to create greater awareness of the benefits of the San Angelo market, workforce, facilities and incentives.

Task 7

Goodfellow AFB Outreach

Coordinate with personnel at Goodfellow AFB, Department of Defense, Department of the Air Force, NSA and related personnel to retain and increase the AFB facility size and missions.

Task 8

Third Party Services

PROVIDER may engage third-party expert consultants when appropriate to assist in the capture of new employers or the expansion of existing employers into San Angelo.

Task 9

Maintain Professional Memberships

Maintain professional memberships and contact with economic development allies, and resource providers, such as the Governor's Economic Development Office, Texas Economic Development Council, Private Lead Generation/Site Selector Companies, Utility Companies, Texas Midwest Community Network (TMCN) and other economic development organizations.

Task 10

SARMA/BRE Cooperative Efforts

Coordinate with the Business Expansion and Retention Coordinator of COSADC to conduct periodic visits to existing industries and businesses that have qualifying NAICS codes.

Task 11

Rail Business Recruitment

Actively recruit new businesses to the San Angelo intermodal rail facility, working with COSADC and consultants. Explore, along with consultants, new business opportunities in Mexico that would utilize the South Orient Freight Corridor.

Task 12

Industrial Career Promotion and/or Talent Acquisition for Post-Secondary Tech Students

Actively engage in Industrial Career Promotion and/or Talent Acquisition utilizing special outreach to post-secondary tech school students nearing graduation, encouraging them to work in the trades in San Angelo.

Task 13

Industrial Career Promotion and/or Talent Acquisition for High School Students

Actively engage in Industrial Career Promotion and/or Talent Acquisition utilizing special outreach to high school students to encourage them to acquire technical training and to work in the trades in San Angelo.

Task 14

Industrial Training

Actively engage in activities with the Texas Manufacturing Assistance Center (TMAC) and other trade organization to provide Industry Training to local industries and businesses with qualifying NAICS codes.

EXHIBIT "A"

Attachment 1

TASK SUMMARY

Task 1	**Marketing and Recruitment Services**	
Task 2	**Internet & Print Marketing**	
Task 3	**Marketing Campaigns**	
Task 4	**Prospect Meetings and Coordination**	
Task 5	**Trade Shows**	
Task 6	**Site Selector/Prospect generation services**	
Task 7	**Goodfellow AFB outreach**	
Task 8	**Third Party Services**	
Task 9	**Professional Memberships**	
Task 10	**SARMA/BRE Cooperative Efforts**	
Task 11	**Rail Business and Operator Recruitment**	
Task 12	**Industrial Career Promotion and/or Talent Acquisition for Post-Secondary Tech Students**	
Task 13	**Industrial Career Promotion and/or Talent Acquisition for High School Students**	
Task 14	**Industrial Training**	

EXHIBIT "A"

Attachment 2

NAICS CODE – ELIGIBLE "TARGETED INDUSTRIES"

NAICS code-eligible "targeted industries" that provide "Primary jobs" as approved under the Development Corporation Act of 1979 are listed in the table below. A "Primary job" means; **(A)** a job that is: (i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and, (ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

Sector Number	**Description**
111	Crop Production
112	Animal Production
113	Forestry and Logging
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
523-525	Securities, Commodity Contracts, and other Financial Investments and related activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415	Scientific Research and Development Services
5416, 5417, 5419 and 551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions

(B)

Sector Number	**Description**
928110	A job that is included in NAICS sector number 928110, National Security, for the corresponding index entries for Armed Forces, Army, Navy, Air Force, Marine Corps, and Military Bases.

EXHIBIT "B"

REPORTING REQUIREMENTS

1. **Weekly written update from the Chamber on all economic development related activities.**

2. **Monthly oral and written report to the COSADC Board of projects under negotiation with prospects.**

3. **Quarterly oral and written summary to the COSADC Board.**

4. **Annual oral and written report to the COSADC Board.**

5. **Other reports and meetings as requested by the COSADC Board.**

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider a resolution of the San Angelo Development Corporation (C0SADC) authorizing the use of Sales and Use Tax Funds in an amount not to exceed $100,000, for monument signage and related landscaping welcoming travelers into the City of San Angelo, enhancing an approved project for cleanup, open space improvement and landscaping of the Knickerbocker Road right of way and adjoining Bureau of Reclamation land, open space fronting the San Angelo Regional Airport—Mathis Field, a project authorized under Chapter 505 of the Texas Local Government Code for open space improvement and promotional purposes necessary to develop business enterprises; and, authorizing the board President to negotiate and execute an addendum to the project Memorandum of Understanding (MOU) with the City of San Angelo, and such other documentation with the Bureau of Reclamation as may be necessary, to provide terms for performance, and to execute any other related legal documents, in a form approved by the City Attorney, subject to approval of City Council. (Presentation by Guy Andrews, Economic Development Director)

Summary/History:

This is part of the Airport Exit Beautification program begun in 2019 with the clearing of approximately 14 acres of brush and trees on the Bureau of Reclamation property across from the San Angelo Regional Airport on Knickerbocker Road.

The design of the Gateway Monument and materials costing is being done by the City of San Angelo Construction Manager, Al Torres. Construction of the Gateway Monument is to be financed by COSADC as an open space project. The City of San Angelo will perform the construction management functions under an MOU between COSADC and the City in the same manner as the Highway 87 Gateway Monuments.

Financial Impact:

Estimated cost is $87,016.62. Request is for up to $100,000 to allow for contingencies.

Other Information/Recommendation:

Attachments:

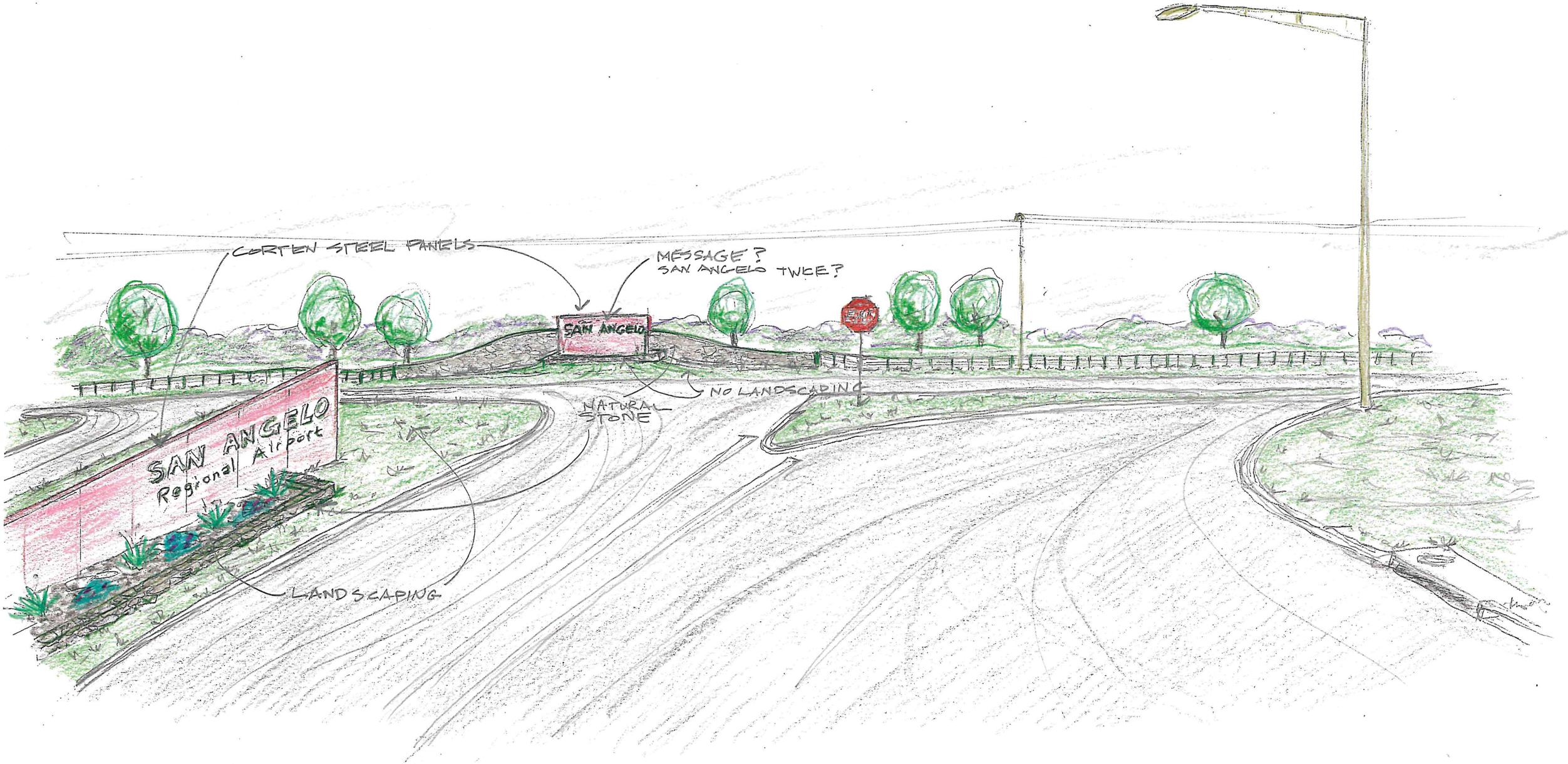
1.	Airport Gateway - Sketch	Airport Gateway - Sketch.pdf
2.	Airport Gateway - Corten	Airport Gateway - Corten.pdf
3.	Airport Gateway - Site	Airport Gateway - Site.pdf
4.	Estimate Airport Gateway Revised	Estimate Airport Gateway Revised.pdf

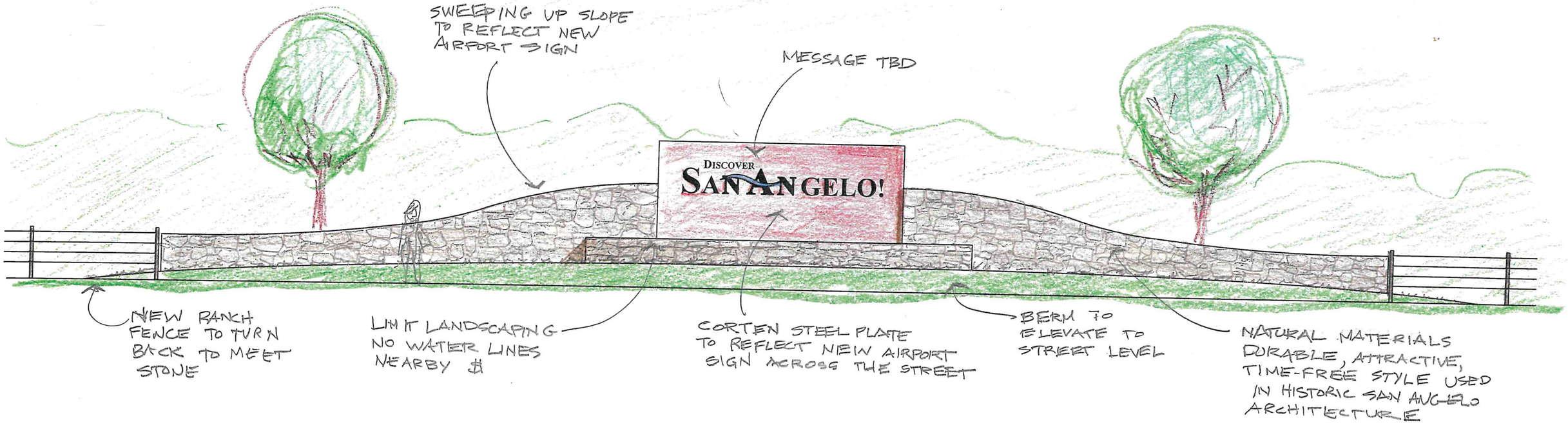
5.	21-0032_COSADC_CITY_GATEWAYL_SIGN_P_RESO - FINAL	21-0032_COSADC_CITY_GATEWAYL_SIGN_P_RESO - FINAL.docx

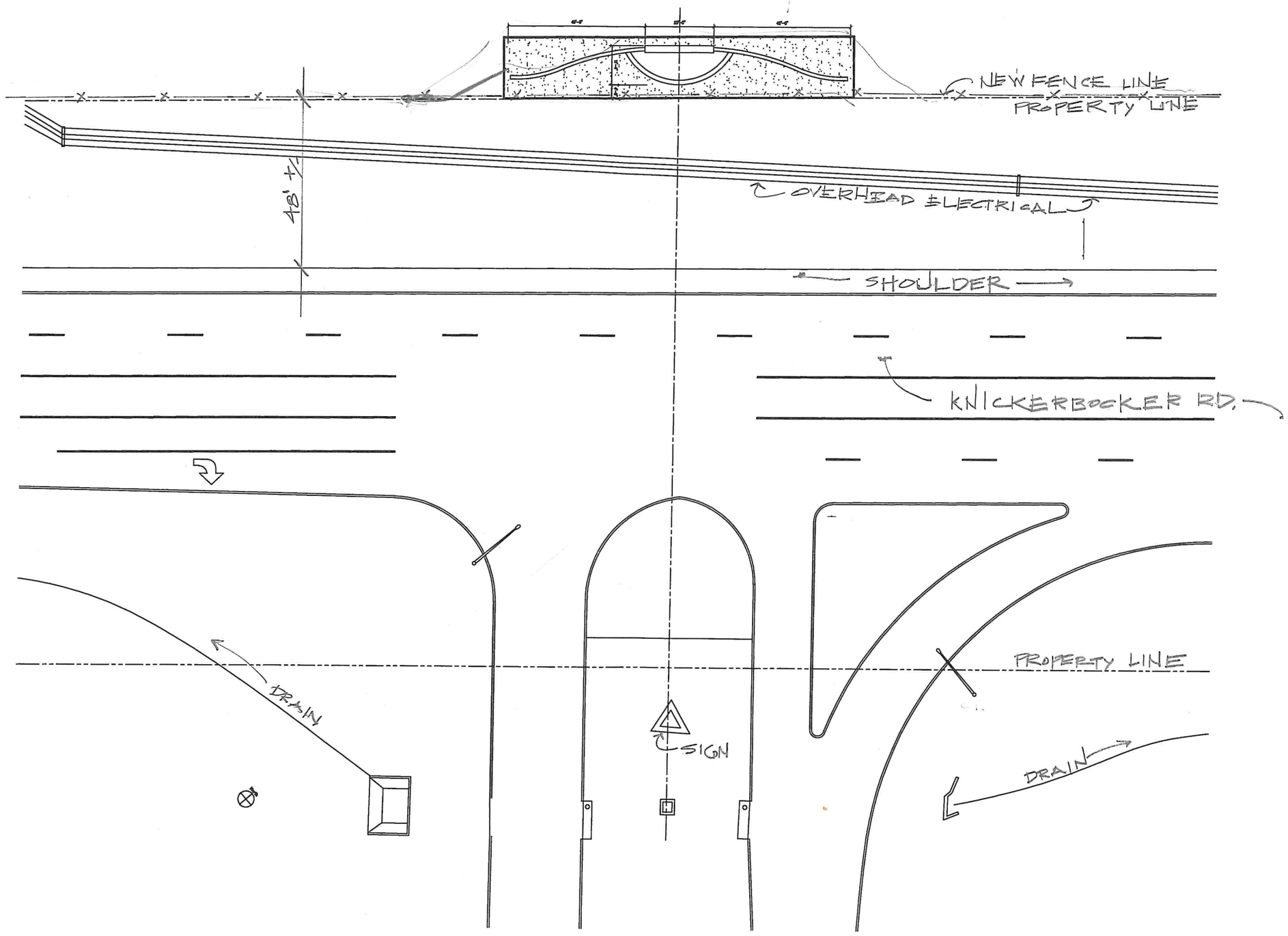
Presentation:

Approvals/Reviews:

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


CORTEN STEEL PANELS
MESSAGE?
SAN ANGELO TWICE?
SAN ANGELO
NO LANDSCAPING
NATURAL STONE
SAN ANGELO
Regional Airport
LANDSCAPING


SWEEPING UP SLOPE TO REFLECT NEW AIRPORT SIGN
MESSAGE TBD
DISCOVER
SAN ANGELO!
NEW RANCH FENCE TO TURN BACK TO MEET STONE
LIMIT LANDSCAPING NO WATER LINES NEARBY $
CORTEN STEEL PLATE TO REFLECT NEW AIRPORT SIGN ACROSS THE STREET
BERM TO ELEVATE TO STREET LEVEL
NATURAL MATERIALS DURABLE, ATTRACTIVE, TIME-FREE STYLE USED IN HISTORIC SAN ANGELO ARCHITECTURE


NEW FENCE LINE
PROPERTY LINE
48' +/-
OVERHEAD ELECTRICAL
SHOULDER
KNICKERBOCKER RD.
DRAIN
SIGN
PROPERTY LINE
DRAIN

Gateway Sign Estimate -Airport Bureau of Reclamation Site

Div	Category	budget	Remarks
2	Clearing	$3,000.00	
2	Excavation	$3,500.00	111 c.y. x $30
2	Fill	$6,800.00	4,320 s.f. x $1.56
2	Topsoil	$210.00	6 CY x $35
2	Testing	$1,000.00	
2	Trench Electrical	$650.00	100' x $65
3	Footings	$7,500.00	300 SF x $25
5	Miscellaneous Metal	$1,000.00	reinforcing steel
5	Steel	$3,645.00	Corten steel sheet plus shipping
5	Welding	$2,400.00	$150/hr
4	Stone	$19,740.00	564 s.f. x $35
4	CMU	$6,000.00	500 sf @ $12
10	Letters	$5,706.00	Eighteen 12" letters @ $117 each, Forty 8" letters @ $80 each, $400 labor
2	Seeding	$250.00	
2	Grass	$468.00	13 @ $36 blonde ambition
2	Yucca	$288.00	Eight @ $36
2	River Rock	$2,850.00	9 tons + labor
16	Electrical Lighting/Wiring	$4,000.00	250' +/- if running a new line + new meter
2	Temporary Irrigation	$1,200.00	Barrell hand/watering 6 months
	Subtotal	$69,007.00	
1	Contingency Fund	$6,900.70	
	TOTAL	$75,907.70	
	General Requirement (6%)	$4,554.46	
	Profit & Overhead (6%)	$4,554.46	
	Payment & Performance Bond	$500.00	
	Builder's Risk	$1,500.00	
	Admin subtotal	$11,108.92	
	A/E Fees	$0.00	
	GRAND TOTAL	$87,016.62	

A RESOLUTION OF THE SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED $100,000, FOR MONUMENT SIGNAGE AND RELATED LANDSCAPING WELCOMING TRAVELERS INTO THE CITY OF SAN ANGELO, ENHANCING AN APPROVED PROJECT FOR CLEANUP, OPEN SPACE IMPROVEMENT AND LANDSCAPING OF THE KNICKERBOCKER ROAD RIGHT OF WAY AND ADJOINING BUREAU OF RECLAMATION LAND, OPEN SPACE FRONTING THE SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD, A PROJECT AUTHORIZED UNDER CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE FOR OPEN SPACE IMPROVEMENT AND PROMOTIONAL PURPOSES NECESSARY TO DEVELOP BUSINESS ENTERPRISES; AND, AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE AN ADDENDUM TO THE PROJECT MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF SAN ANGELO, AND SUCH OTHR DOCUMENTATION WITH THE BUREAU OF RECLAMATION AS MAY BE NECESSARY, TO PROVIDE TERMS FOR PERFORMANCE, AND TO EXECUTE ANY OTHER RELATED LEGAL 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, Knickerbocker Road and adjacent undeveloped Bureau of Reclamation land parallel for a distance of one quarter mile or more frontage of the San Angelo Regional Airport—Mathis Field, along the primary access to the Airport and passenger terminal building (hereinafter "Open Space"); and,

WHEREAS, On April 22, 2020, the COSADC Board adopted a project for improvement of the open space, approved by the City Council on May 5, 2020, pursuant to which Phases I and II of the project, clearing and brush removal, and replacing fencing, respectively, having been completed; and,

WHEREAS, the City of San Anglo, with concurrence of the Bureau of Reclamation, desires to complete the project with landscape signage and related landscaping; 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 in an amount not to exceed $100,000; authorizing the Board President to negotiate and execute an addendum to the project Memorandum of Understanding with the City of San Angelo, and such other documents with the Bureau of Reclamation providing terms for performance, and to negotiate and execute 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 Council's authorization for the City Manager to execute an addendum to the project MOU.

PASSED this 28th day of October, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST: BY: _____
Todd Kolls, President

_____
Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

_____
Guy Andrews, Director of
Economic Development

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Consider approving First addendum to Memorandum of Understanding by and between the city of San Angelo Development Corporation and the City of San Angelo concerning a project for open space improvement, landscaping and related facilities necessary to enhance the Knickerbocker Road right of way and adjoining Bureau of Reclamation land fronting the San Angelo Regional Airport—Mathis Field. (Presentation by Guy Andrews, Economic Development Director)

Summary/History:

The Addendum is the performance agreement for the new signage project (Phase Three of the entire open space project). This project adds Phase Three to the scope of the formerly approved project for clearing, and removal of brush (Phase One) and grading, seeding and fencing (Phase Two). The project provides for gateway monumentation to be added to the open space.

Financial Impact:

The accompanying resolution approves expenditures of up to $100,000.

Other Information/Recommendation:

Attachments:

1.	21-0032_COSADC_CITY_GATEWAYL_SIGN_MOU_ADDEN - FINAL	21-0032_COSADC_CITY_GATEWAYL_SIGN_MOU_ADDEN - FINAL.docx

Presentation:

Approvals/Reviews:

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

FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND THE CITY OF SAN ANGELO CONCERNING A PROJECT FOR OPEN SPACE IMPROVEMENT, LANDSCAPING AND RELATED FACILITIES NECESSARY TO ENHANCE THE KNICKERBOCKER ROAD RIGHT OF WAY AND ADJOINING BUREAU OF RECLAMATION LAND FRONTING THE SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD.

This First Addendum to Memorandum of Understanding ("First Addendum") entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a State of Texas non-profit Type B development corporation ("COSADC") and the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation ("CITY"), effective November 3, 2020 ("**Effective Date**"), relates to expanding the scope of a project for enhancement of the Knickerbocker Road Right-of-Way and adjoining Bureau of Reclamation vacant land fronting the San Angelo Regional Airport—Mathis Field.

RECITALS

WHEREAS, Knickerbocker Road and adjacent undeveloped Bureau of Reclamation land parallel frontage of the San Angelo Regional Airport—Mathis Field for a distance of one quarter mile or more, along the primary access to the Airport from the city, as well as being the gateway from the Airport into the city (hereinafter "Open Space"); and,

WHEREAS, the Open Space is undeveloped, unkempt and an eyesore casting a negative impression upon visitors and local citizens regarding the quality of life and state of economic development opportunities within the City of San Angelo; and,

WHEREAS, the CITY, with concurrence of the Bureau of Reclamation, desires to improve the open space as needed to enhance economic development in the City (hereinafter 'project").

WHEREAS, Phases One and Two of the project were authorized by resolution of the Board adopted on April 22, 2020, and approved by the CITY on May 5, 2020. The First Phase of the project is "grubbing" the open space, clearing scrub trees, and removal of brush piles, which work has been completed. The Second Phase to be completed is grading, seeding and fencing; and,

WHEREAS, the, CITY desires to expand the scope of the project by adding a Phase Three for installation of landscape signage and related landscaping which can be accomplished contemporaneously with Phase Two of the project, and for which the CITY desires funding assistance from COSADC; and,

WHEREAS, the parties have determined that substantial economic benefits will accrue as a result of expanding the project to include landscape signage and landscaping by enhancing vacant land adjacent to the gateway to the municipal airport affording an environment that is welcoming of visitors, investors, and new and expanding business enterprises; and,

WHEREAS, on October 28, 2020, the COSADC Board approved allocation of an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) of sales and use tax proceeds for reimbursement to CITY of costs to be incurred by CITY for Phase Three of the project to include installation of landscape signage and related landscaping, and having authorized this MOU; and,

WHERAS, on November 3, 2020, the City of San Angelo City Council approved the Board's resolution adopting the project and also authorized this MOU; and,

WHEREAS, on November 25, 2020, the Board conducted a public hearing on the project; and,

WHEREAS, more than 60 days have passed from publication of notice of the project without receiving a petition from more than ten percent of the registered voters of the municipality requesting an election prior to undertaking the project;

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

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

2. **Term**: The term of this First Addendum and the MOU shall be extended through November 25, 2021.

3. **Funding Obligation of COSADC for Phase Three of the project:** Provided that CITY is in compliance with the terms and provisions of the MOU and this First Addendum:

a. COSADC shall provide additional funding to that of the MOU as provided for herein for reimbursing expenses incurred by CITY for contracting with qualified third parties for work and materials necessary to complete Phase Three of the project for installation of landscape signage and related landscaping.

b. COSADC shall deposit with the City of San Angelo Finance Department funding for reimbursement of Phase Three of project expenses incurred by CITY under contract as needed for timely reimbursement of such expenses.

c. COSADC shall ensure that the funds deposited pursuant to this First Addendum for reimbursement to City are expended in strict compliance with Chapter 505 of the Texas Local Government Code, and shall recover such funds if CITY fails to meet its performance requirements under the MOU and this First Addendum.

d. Notwithstanding anything to the contrary in this First Addendum to MOU, COSADC's funding obligations under this First Addendum shall not exceed $100,000.

4. **City's Obligations:** In addition to CITY's obligations under the MOU, with respect to this First Addendum :

(a) CITY shall contract with qualified third parties for such materials and services necessary to complete Phase Three of the project, and shall provide copies of all such contracts and related invoices for such work to COSADC.

(b) CITY shall endeavor to substantially complete Phase Three of the project within twelve (12) months from the Effective Date of this First Addendum

(c) CITY shall periodically and upon completion of the project or at other times on request of COSADC report progress on the project and provide accountings of the application of COSADC project funds relating to reimbursement requests.

(d) No later than the earlier of sixty (60) days after completion of the project or expiration of the time permitted for completion CITY shall repay, refund and remit to COSADC all funds deposited for reimbursement to CITY for project costs not utilized for project expenses. CITY shall provide COSADC with such records as COSADC may in its discretion deem sufficient to verify under generally accepted accounting and audit principals the facts attested to in the accounting.

5. **Application of Provisions of MOU:** The terms and conditions of the MOU shall remain in full force and effect. Sections 5 through 12 of the MOU are adopted as part of this addendum as if fully set forth herein.

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

ATTEST:

CITY OF SAN ANGELO

_____
Julia Antilley, City Clerk

_____
Daniel Valenzuela, City Manager

APPROVED AS TO CONTENT

APPROVED AS TO FORM

_____
Guy Andrews, Director of
Economic Development

_____
Theresa James, City Attorney

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney as
Counsel for COSADC

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Public Hearing regarding 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 C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

Summary/History:

SPECIAL MATERIALS COMPANY plans on investing $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) at the monthly COSADC Board meeting conducted 9-23-20 and ratified by City Council at their 10-6-20 bi-monthly meeting.

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's 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 — Created/Initiated

Dan Saluri	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Guy Andrews	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED $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

_____
Shannon Scott, Business Retention & Expansion Coordinator

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

Public Hearing regarding 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 C. (Presentation by Shannon Scott, Business, Retention & Expansion Coordinator)

Summary/History:

DORADO CONSTRUCTION GROUP plans on investing $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) at the monthly COSADC Board meeting conducted 9-23-20 and ratified by City Council at their 10-6-20 bi-monthly meeting.

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's 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	Created/Initiated
Dan Saluri	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Guy Andrews	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED $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

_____
Shannon Scott, Business Retention & Expansion Coordinator

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: October 28, 2020

Item type: Regular Item

Caption:

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

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez Created/Initiated