CITY OF SAN ANGELO TEXAS
Development Corporation

Agenda
12/15/2021

Notice is hereby given of a regular meeting of the City of San Angelo Development Corporation (COSADC) to be held on December 15, 2021 at 8:30 AM at the McNease Convention Center – South Meeting Room, 500 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

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

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

4. **Consent Agenda**
   a. Consider approving the November 17, 2021 Meeting Minutes
   b. Consider approving the necessary Corporation disbursements
   c. Consider approving the November 2021 Financial Statements
   d. Consider early termination of the Business Plan Competition Third Place Grant Award Agreement by and between the City of San Angelo Development Corporation and Netco Energy Products, Inc. d/b/a Netco Fire and Safety due to it having met all contract obligations, and authorizing the Board President or their designee to execute all related documents.
   e. Consider approving an agreement by and between the City of San Angelo Development Corporation and Quality Striping in the amount of $4,100 for striping and sealcoating of the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents
   f. Consider approving an agreement by and between the City of San Angelo Development Corporation and Angelo Paving in the amount of $5,915 to repave the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents

g. Consider increasing the previously approved contract amount with Mammoth Roofing Services, LLC to include an additional $19,688 to replace stucco located at the front of the Business Resource Center through TIPS Contract 210205 for a total contract amount of $208,376 and authorizing the Board President or their designee to execute all necessary documents.

h. Consider a resolution authorizing the Board President to negotiate and execute a Business Resource Center office lease agreement with Shad Wisener d/b/a South Plains Lamesa RailRoad, LTD for a one year term with the option to extend an additional year.

i. Consider amending the Economic Development Performance Agreement by and between the City of San Angelo Development Corporation and Wisener Holdings, LLC d/b/a South Plains Lamesa Railroad Ltd. and authorizing the Board President or their designee to negotiate and execute all necessary documents.

5. Regular Agenda

a. Update regarding the 2020 COSADC Contract Audit (Presentation by Michael Muncey, Internal Auditor)

b. Consider authorizing the expenditure of Sales and Use Tax Funds pursuant to Sec. 505.103 of the Texas Local Government Code to allocate prize awards to the following winners of the 2021 Business Plan Competition:

1. First Prize ($40,000) - Cowboy Up Chocolates
2. Second Prize ($20,000) - Lone Star Cheeseburger
3. Third Prize ($10,000) - Medical Arts Pharmacy; and

Consider approving Prize Award Agreements with the listed winners and authorizing the Board President or their designee to execute all necessary documents. (Presentation by Nora Nevarez, Economic Development Assistant)

c. Consider authorizing the Board President to execute the Covenants, Conditions & Restrictions (CCRs) for Phase 2 of the San Angelo Business & Industrial Park in substantially the same form as the attached with the approval of the Office of the City Attorney (Presentation made by Robert Schneeman, Economic Development Project Manager)

6. Closed Session

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

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

Project 2022-N001: Business prospect negotiations concerning food equipment fabrication company.

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

8. **Adjournment**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 9th day of December, 2021 at 5:00 P.M.

_____

Guy Andrews, Economic Development Director

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

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider approving the November 17, 2021 Meeting Minutes

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. COSADC Meeting Minutes 11-17-2021 COSADC Meeting Minutes 11-17-2021.docx

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

City of San Angelo, Texas
Development Corporation Meeting
Wednesday, November 17, 2021

Present:
Max Puello, President
John Bariou, Second Vice President
Edward Carrasco, Director
Bill Dendle, Director
Garland Freeze, Director
Chris Evatt, Director

1. **Call to Order**

   With a quorum of the City of San Angelo Development Corporation Board Members present, President Puello called the regular session of the City of San Angelo Development Corporation to order at 8:30 a.m., on Wednesday, November 17, 2021 in the City of San Angelo City Hall, 72 W College Avenue, San Angelo, TX 76903

2. **Prayer**

   An invocation was provided by Second Vice President Bariou.

3. **Public Comment**

   a. Presentation and Recognition of 2021 Business Plan Competition Winners

3rd Place	$10,000	Medical Arts Pharmacy
2nd Place	$20,000	Lonestar Cheeseburger Co.
1st Place	$40,000	Cowboy Up Chocolate

4. **Consent Agenda**

   a. Consider approving the October 2021 Financial Statements
   b. Consider approving the October 27, 2021 meeting minutes
   c. Consider approving the necessary corporation disbursements

Motion: Second Vice President Bariou made a motion, seconded by Director Dendle to approve the consent agenda as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

5. Regular Agenda

a. Public Hearing regarding the expenditure of Sales and Use Tax Funds in an amount not to exceed $3,000,000 to fund improvements to airport facilities at San Angelo Regional Airport ("Mathis Field") including rehabilitation of the existing aircraft hangar located at 8534 Hangar Road ("GTE Hangar"), construction of adjoining office and conference space, ramp/apron improvements, vehicle parking, and rental car parking, pursuant to a Public-Private Partnership Agreement with Skyline Aviation, Inc. for a Project authorized under Chapters 501 and 505 of the Texas Local Government Code (Presentation by Guy Andrews, Director of Economic Development)

President Puello opened the Public Hearing at 8:47 a.m. No Public Comment President Puello closed the Public Hearing at 8:47 a.m.

b. Consider approving the proposed COSADC meeting calendar for 2022 (Presentation made by Nora Nevarez, Economic Development Assistant)

Motion: Director Dendle made a motion, seconded by Director Freeze to approve the 2022 COSADC meeting calendar as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

c. Consider appointing a First Vice President and Second Vice President for the City of San Angelo Development Corporation (Presentation by Guy Andrews, Director of Economic Development)

First Vice President Lara resigned from the board, effective October 27, 2021.

Motion: Director Dendle made a motion, seconded by Director Carrasco, to approve the appointment of Second Vice President Bariou as First Vice President and Director Freeze as Second Vice President. The motion carried unanimously six (6) ayes to zero (0) nays.

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

No announcements or future agenda items were discussed.

7. Adjournment

Motion: First Vice President Bariou made a motion, seconded by Director Carrasco 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 8:51 a.m.

THE CITY OF SAN ANGELO

_____
Corporation President

ATTEST:

_____
Corporation Secretary

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

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Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider approving the necessary Corporation disbursements

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Disbursement 12-15-2021 Disbursement 12-15-2021.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

City of San Angelo Development Corporation
Check Disbursements
For Board Approval December 15, 2021

Economic Development

Ener-tel		1,240.00	Annual fire sprinkler and inspec (Inv. 260417 &260418)	
Total for Board Consideration	**$**	**1,240.00**		
Angelo Awards, LLC	$	821.20	Plaques for Business Plan Competition (Inv. 9262)	
Jowers Commercial Cleaning		800.00	Mo cleaning at BRC (Inv. 5520)	
Jowers Commercial Cleaning		800.00	Mo janitorial cleaning (Inv. 5511)	*Ck. 5538*
Russ Wallace		596.00	Mo. IT serv for Business Factory (Inv. Cosa1026)	
Rads Window Cleaning		350.00	Mo. Window cleaning (Inv. 382681)	
Rads Window Cleaning		350.00	Mo. Window cleaning (Inv. 382663)	*Ck. 5526*
Dell Marketing LP		215.34	Dell Dock (Inv. 10527677769)	*Ck. 5537*
Kirbo's		149.00	Mo. Rental for copier - Business Factory (Inv. 392387)	*Ck. 5539*
Staples		118.37	Office supplies (Inv. 3487466464, 3487884663, 3477511347,3488365168, 3490751702, 3475523845, 3475673041, 3475601985)	*Ck. 5527*
Ener-tel		100.00	Mo. Burglar alarm (Inv. 262480)	
MC Electric		97.40	Replace light bulbs at BRC (Inv. 1419)	
All About Signs		90.00	Business Plan checks (Inv. 36736)	*Ck. 5536*
Angelo Water Service Co.		32.24	Water delivery and rental of water cooler (Inv.1201-31-2001)	*Ck. 5517*
Concho Valley Elec Coop		15.85	Electric at Airport signage (Inv. 26511)	
	$	**4,535.40**		
Total Economic Development Disbursements	**$**	**5,775.40**		

Ballot

Total for Board Consideration	**$**	**-**
Total Routine Disbursements	**$**	**-**
Total Ballot Disbursements	**$**	**-**
Grand Total Disbursements this Period	**$**	**5,775.40**

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider approving the November 2021 Financial Statements

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. COSADC FS 2111 COSADC FS 2111.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

City of San Angelo Development Corporation

Financial Information and Schedules
As of November 30, 2021

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.

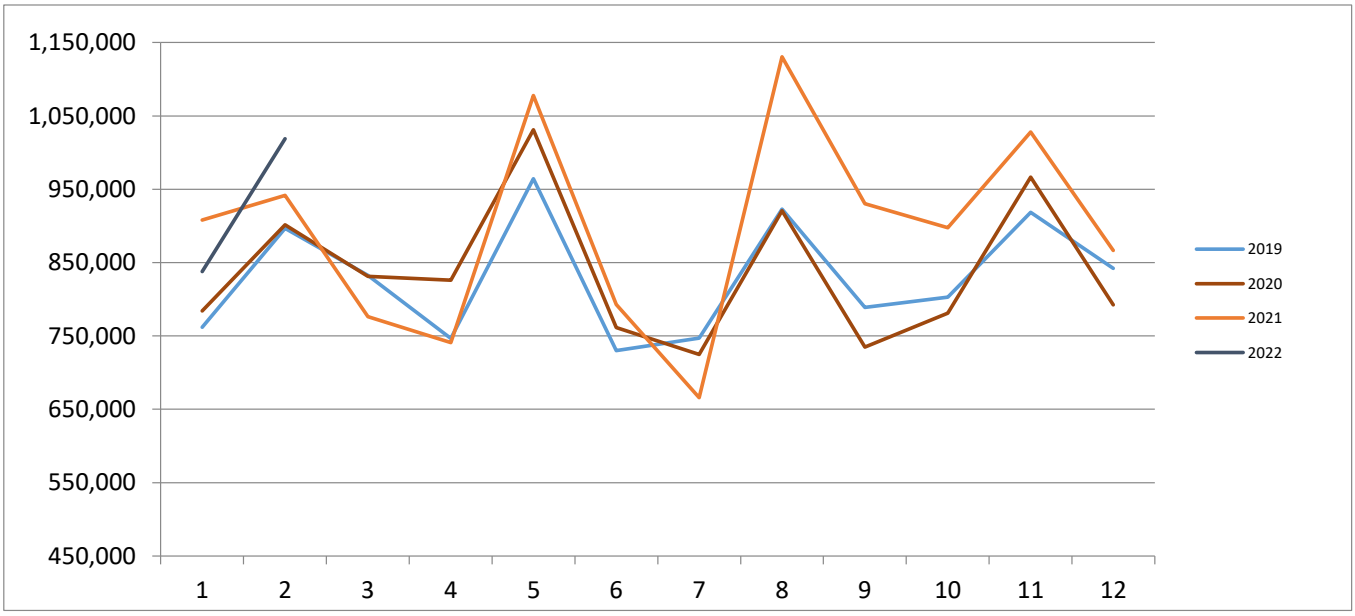
City of San Angelo Development Corporation
Executive Summary
November 2021

Available Fund Balances

Unassigned Fund Balance-Economic Development	6,718,090
Unassigned Fund Balance-Ballot	4,025,626

Sales Tax Analysis

Month	2019	2020	2021	2022	% Over/(Under)
Oct	761,865	784,232	907,912	837,902	-7.71%
Nov	896,890	901,416	941,714	1,018,994	8.21%
Dec	832,486	831,209	776,336		
Jan	746,604	826,116	740,927		
Feb	964,281	1,030,912	1,077,963		
Mar	730,020	761,229	792,882		
Apr	747,020	725,032	665,954		
May	923,026	920,877	1,130,561		
Jun	789,102	734,988	930,276		
Jul	802,784	781,279	897,588		
Aug	918,423	966,590	1,027,915		
Sep	842,023	792,202	866,535		



City of San Angelo Development Corporation
Balance Sheet - Economic Development
As of November 30, 2021

ASSETS	
Current Assets	
Checking/Savings	
Cash	498,196
Money Market	1,433,022
Total Checking/Savings	1,931,218
Accounts Receivable	
Leases	82,530
Total Accounts Receivable	82,530
Other Current Assets	
Investments	7,994,845
Total Other Current Assets	7,994,845
Total Current Assets	10,008,593
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	(974,373)
Total Fixed Assets	1,726,403
TOTAL ASSETS	11,734,997
LIABILITIES & FUND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	390
Total Current Liabilities	390
Total Liabilities	390
Fund Equity	
Committed for Eco. Dev. Projects	3,290,113
Restricted for Fixed Assets	1,726,403
Unassigned Fund Balance	6,718,090
Total Fund Equity	11,734,607
TOTAL LIABILITIES & FUND EQUITY	11,734,997

City of San Angelo Development Corporation
Revenue & Expenditure Report - Economic Development
November 2021

		Budget	Month Actual	YTD Actual	YTD Actual W/ Enc	Over/(Under) Budget	% of Budget
Revenues							
Sales & Use Tax		2,852,009	285,318	519,931	519,931	(2,332,078)	18%
Interest on Investments		9,464	66	2,473	2,473	(6,991)	26%
Lease Income		10	-	-	-	(10)	0%
Miscellaneous Income		-	-	450	450	450	100%
Total Revenues		2,861,483	285,384	522,854	522,854	(2,338,629)	18%
Expenditures							
Administrative		191,986	4,120	12,790	19,079	(172,907)	10%
City Services		705,946	-	-	-	(705,946)	0%
Industrial Park Ops & Maint		18,462	99	1,167	1,167	(17,295)	6%
Marketing-Chamber of Commerce		262,500	125	65,750	262,625	125	100%
Advertising		14,500	-	-	456	(14,044)	3%
Utilities		83,087	3,469	14,616	56,217	(26,870)	68%
Capital		37,500	215	215	215	(37,285)	1%
Business Factory		138,784	3,604	4,349	14,805	(123,979)	11%
Total Operating Expenditures		1,452,765	11,632	98,887	354,564	(1,098,201)	24%
Projects							
Principle LED	DC0134	1,004	-	-	-	(1,004)	0%
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	10,006	795	795	10,006	-	100%
Grant Works	DC0140	2,500	-	-	2,500	-	100%
Netco	DC0142	5,500	-	-	-	(5,500)	0%
Elite Solutions	DC0145	15,260	-	-	-	(15,260)	0%
Industrial Park-Phase II	DC0147	3,416	-	-	2,848	(568)	83%
US Customs Retention II	DC0152	151,762	-	-	-	(151,762)	0%
Principle LED BREP	DC0154	2,500	-	-	-	(2,500)	0%
Chadbourne Street	DC0157	750,000	-	-	-	(750,000)	0%
West Texas Steel	DC0162	59,000	-	-	-	(59,000)	0%
SMC Global	DC0163	160,000	-	-	-	(160,000)	0%
J's Deer & Wild Game	DC0164	15,000	-	-	-	(15,000)	0%
Double Barrel	DC0167	20,000	-	-	-	(20,000)	0%
Ethicon	DC0170	325,047	-	-	-	(325,047)	0%
Centurion BREP	DC0171	6,000	-	-	-	(6,000)	0%
Wendland Manufacturing	DC0176	400,000	-	-	-	(400,000)	0%
Rail Transloading Facility	DC0177	242,694	-	-	-	(242,694)	0%
US 87 Monuments	DC0178	40,726	-	-	-	(40,726)	0%
Airport Exit Monument	DC0179	100,000	-	-	-	(100,000)	0%
TGC/GAFB II	DC0181	145,000	49,584	49,584	49,584	(95,416)	34%
SMC Global - BREP	DC0182	362,500	-	-	-	(362,500)	0%
Dorado Construction	DC0183	50,000	-	-	-	(50,000)	0%
Ind Park Monument	DC0187	2,400	-	-	2,400	-	100%
Ind Park Clearing	DC0188	25,000	-	-	-	(25,000)	0%
SkyWest Advertising	DC0189	100,000	-	-	-	(100,000)	0%
Hangar Code Study	DC0191	6,725	-	-	-	(6,725)	0%
Future Projects		1,231,634	-	-	-	(1,231,634)	0%
Total Project Expenditures		4,572,124	50,379	50,379	67,338	(4,504,786)	1%
Total Expenditures		6,024,889	62,011	149,266	421,902	(5,602,987)	2%
Revenue Over/(Under) Expenditures		(3,163,406)	223,373	373,588	100,952		

City of San Angelo Development Corporation
Economic Development Projects
As of November 30, 2021

Project	Code	Original Allocation	Current Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Principle LED	DC0134	550,001	516,123	-	515,119	1,004
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	795	313,788	9,212
Grant Works	DC0140	54,000	54,000	-	51,500	2,500
Netco	DC0142	60,000	60,000	-	54,500	5,500
Elite Solutions	DC0145	40,260	15,260	-	-	15,260
Industrial Park-Phase II	DC0147	2,000,000	4,226,136	-	4,222,719	3,417
US Customs Retention II	DC0152	46,435	1,149,225	-	997,462	151,763
Principle LED BREP	DC0154	300,147	300,147	-	297,647	2,500
Chadbourne Street	DC0157	1,500,000	3,750,000	-	3,000,000	750,000
West Texas Steel	DC0162	59,000	59,000	-	-	59,000
SMC Global	DC0163	200,000	200,000	-	40,000	160,000
J's Deer & Wild Game	DC0164	60,000	60,000	-	45,000	15,000
Double Barrel	DC0167	70,000	70,000	-	50,000	20,000
Ethicon	DC0170	47,724	325,047	-	-	325,047
Centurion BREP	DC0171	36,000	36,000	-	30,000	6,000
Wendland Manufacturing	DC0176	400,000	400,000	-	-	400,000
Rail Transloading Facility	DC0177	250,000	250,000	-	7,306	242,694
US 87 Monuments	DC0178	150,000	150,000	-	109,274	40,726
Airport Exit Monument	DC0179	250,000	100,000	-	-	100,000
TGC/GAFB II	DC0181	145,000	145,000	49,584	49,584	95,416
SMC Global - BREP	DC0182	362,500	362,500	-	-	362,500
Dorado Construction	DC0183	150,000	150,000	-	100,000	50,000
Ind Park Monument	DC0187	5,800	5,800	-	3,400	2,400
Ind Park Clearing	DC0188	25,000	25,000	-	-	25,000
SkyWest Advertising	DC0189	200,000	200,000	-	100,000	100,000
Hangar Code Study	DC0191	25,000	25,000	-	18,275	6,725
		8,098,866	13,380,288	50,379	10,090,175	3,290,113

Total Committed, Not Expended	3,290,113

City of San Angelo Development Corporation
Balance Sheet - Ballot
As of November 30, 2021

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,004
Money Market	2,674,395
Total Checking/Savings	2,675,399
Other Current Assets	
Investments	2,998,888
Total Other Current Assets	2,998,888
Total Current Assets	5,674,286
TOTAL ASSETS	5,674,286
LIABILITIES & FUND EQUITY	
Fund Equity	
Committed for Ballot Projects	737,761
Assigned for Debt Service	910,899
Unassigned Fund Balance	4,025,626
Total Fund Equity	5,674,286
TOTAL LIABILITIES & FUND EQUITY	5,674,286

City of San Angelo Development Corporation
Revenue & Expenditure Report - Ballot
November 2021

	Budget	Month Actual	YTD Actual	YTD Actual w/ Enc	Over/(Under) Budget	% of Budget
Revenues						
Sales & Use Tax	7,333,738	733,675	1,336,965	1,336,965	(5,996,773)	18%
Interest on Investments	24,336	169	3,360	3,360	(20,976)	14%
Total Revenues	7,358,074	733,844	1,340,325	1,340,325	(6,017,749)	18%
Expenditures						
City Services	78,914	-	-	-	(78,914)	0%
Loan/Debt Service	5,465,394	-	-	-	(5,465,394)	0%
Total Operating Expenditures	5,544,308	-	-	-	(5,544,308)	0%
Projects						
West TX Water Partnership	200,000	-	-	-	(200,000)	0%
Affordable Housing	537,760	-	-	-	(537,760)	0%
Water Rights	498,960	-	-	-	(498,960)	0%
Future Projects	809,941	-	-	-	(809,941)	0%
Total Project Expenditures	2,046,661	-	-	-	(2,046,661)	0%
Total Expenditures	7,590,969	-	-	-	(7,590,969)	0%
Revenue Over/(Under) Expenditures	(232,895)	733,844	1,340,325	1,340,325		

City of San Angelo Development Corporation
Ballot Projects
As of November 30, 2021

Project	Project Allocation	Current Year Activity	Inception to Date	Remaining Allocation
Ballot Projects:				
Water Supply Projects				
West Texas Water Partnership	857,010	-	657,010	200,000
* Reclaimed Water Alternatives	1,389,965	-	1,389,965	-
* Red Arroyo Storm Water Basin	151,040	-	151,040	-
Total Expenditures	2,398,015	-	2,198,015	200,000
Total Water Supply Projects				200,000
Affordable Housing				
Revenues				
* Sale of Fixed Assets - Blackshear Properties	394,351	-	394,351	-
Total Revenues				
Expenditures				
Affordable Housing	3,920,207	-	3,382,446	537,761
* 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	5,489,203	-	4,951,443	537,761
Total Affordable Housing				537,761
Other Projects				
* Sports Facilities Maintenance	285,353	-	285,353	-
Total Expenditures	285,353	-	285,353	-
Total Ballot Projects Committed, Not Expended				737,761
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
November 2021

Group #	PO #	Type	Date	Number	Description	Amount
Fund 700 DEVELOPMENT CORPORATION						
700-0000-313.00-00 TAX / SALES AND USE TAX						
1412		AJ	11/30/2021	76	COSADC Sales Tax	285,318.23
700-0000-361.10-00 INTEREST / INTEREST ON INVESTMENTS						
1473		AJ	11/30/2021	85	MM Interest ED	65.70
700-0700-411.03-20 PROFESSIONAL & TECHNICAL / PROFESSIONAL						
1014		AP	11/9/2021	5534	TOM GREEN COUNTY A	49,584.13
PROJECT#: DC0181						
692		AP	10/20/2021	5523	SKYWEST AIRLINES,	260,902.56
PROJECT#: DC0186						
955	121961	AP	10/20/2021	5531	PARKHILL SMITH & C	795.30
PROJECT#: DC0139						
786		AJ	9/30/2021	10	Accrue Expense to	(260,902.56)
PROJECT#: DC0186						
700-0700-411.03-60 PROFESSIONAL & TECHNICAL / CONTRACT SERV						
1243		AP	10/4/2021	9952	CITIBANK, N.A	3.23
1243		AP	10/4/2021	9952	CITIBANK, N.A	122.00
700-0700-411.04-11 PURCHASED SERVICES / WATER/SEWER UTILITI						
731		AJ	11/3/2021 UT		UB CHARGE UPDATE	128.68
709		AJ	11/2/2021 UT		UB CHARGE UPDATE	15.00
700-0700-411.04-12 PURCHASED SERVICES / NATURAL GAS						
954	126545	AP	11/3/2021	5528	ATMOS ENERGY	90.64
700-0700-411.04-13 PURCHASED SERVICES / ELECTRICITY						
682		AP	10/17/2021	688885	GEXA ENERGY, LP	831.58
788		AJ	9/30/2021	11	Accrue Expense to	(544.54)
788		AJ	9/30/2021	11	Accrue Expense to	(25.14)
700-0700-411.04-31 PURCHASED SERVICES / BLDG. & GROUNDS MAI						
977	123193	AP	11/15/2021	5482	REPUBLIC SERVICES,	(28.67)
978	123193	AP	11/15/2021	5532	REPUBLIC SERVICES,	28.67
1105	126677	AP	11/13/2021	5538	JOWERS COMMERCIAL	800.00
850	126599	AP	11/3/2021	5524	HOUSE OF CHEMICALS	151.54
954	126233	AP	11/1/2021	5529	ENER-TEL SERVICES	100.00
954	126795	AP	11/1/2021	5529	ENER-TEL SERVICES	336.00
955	126269	AP	10/31/2021	5532	REPUBLIC SERVICES,	34.51
874	126677	AP	10/30/2021	5525	JOWERS COMMERCIAL	1,200.00
874	126231	AP	10/26/2021	5526	RADS WINDOW CLEANI	350.00
700-0700-411.04-33 PURCHASED SERVICES / VEHICLE MAINTENANCE						
1392		AJ	10/31/2021	65	Mthly Vehicle Main	72.00
700-0700-411.04-42 PURCHASED SERVICES / RENT OF EQUIPMENT						
1022		AP	10/29/2021	689307	CTWP	121.76
700-0700-411.05-30 PURCHASED SERVICES / COMMUNICATION						
1393		AJ	11/28/2021		Suddenlink Nov 21	681.76
1402		AJ	11/1/2021	75	VoIP - Nov 21	305.82
1394		AJ	10/28/2021		Suddenlink Oct 21	681.98
1401		AJ	10/1/2021	74	VoIP - Oct 21	305.82
700-0700-411.05-31 PURCHASED SERVICES / CELLULAR PHONE						
1397		AJ	10/22/2021		Verizon Chrgs Oct	55.33
700-0700-411.05-65 PURCHASED SERVICES / SPECIAL PROJECT "A"						
1105	126803	AP	11/16/2021	5536	ALL ABOUT SIGNS	90.00
1066	126564	AP	11/8/2021	5539	KIRBO'S OFFICE SYS	149.00
1014		AP	11/5/2021	5530	J BAR MEATS LLC	2,768.81
954	126230	AP	11/1/2021	5535	WALLACE, RUSSELL E	596.00
700-0700-411.05-80 PURCHASED SERVICES / TRAVEL & LODGING						
1014		AP	11/3/2021	689383	SOSA, NOLAN ANDREW	1,543.69
700-0700-411.05-90 PURCHASED SERVICES / CONVENTIONS & SCHOO						
1243		AP	10/14/2021	9952	CITIBANK, N.A	45.00
700-0700-411.05-91 PURCHASED SERVICES / PROF.DUES & SUBSCRI						
1116		AJ	9/30/2021	40	Accrue Expense to	(48.00)
676		AP	9/6/2021	9898	CITIBANK, N.A	48.00

City of San Angelo Development Corporation
Transaction Detail by Account
November 2021

Group #	PO #	Type	Date	Number	Description	Amount
700-0700-411.06-10 SUPPLIES / OFFICE SUPPLIES						
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(39.88)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	39.88
809		AP	11/8/2021	5522	STAPLES ADVANTAGE	(39.88)
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	367.96
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	(367.96)
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(14.19)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	14.19
809		AP	11/8/2021	5522	STAPLES ADVANTAGE	(14.19)
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(59.54)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	59.54
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(86.36)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	86.36
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(18.47)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	18.47
809	123195	AP	11/8/2021	5522	STAPLES ADVANTAGE	(120.75)
810	123195	AP	11/8/2021	5527	STAPLES ADVANTAGE	120.75
955	126304	AP	10/27/2021	5533	STAPLES ADVANTAGE	22.17
1243		AP	10/25/2021	9952	CITIBANK, N.A	5.75
874	126304	AP	10/24/2021	5527	STAPLES ADVANTAGE	147.14
1116		AJ	9/30/2021	40	Accrue Expense to	(81.31)
676		AP	9/21/2021	9898	CITIBANK, N.A	69.40
676		AP	9/21/2021	9898	CITIBANK, N.A	11.91
700-0700-411.06-14 SUPPLIES / POSTAGE & SHIPPING						
806		AP	10/20/2021	9939	POSTMASTER	17.00
1118		AJ	9/30/2021	42	Accrue Expense to	(17.00)
700-0700-411.06-26 SUPPLIES / GASOLINE						
1392		AJ	10/31/2021	65	Mthly Fuel Expense	87.07
700-0700-411.06-30 SUPPLIES / FOOD						
723		CR	11/3/2021	42185	ECO DEV NORA NAVAREZ	(2.97)
1243		AP	10/28/2021	9952	CITIBANK, N.A	38.97
1243		AP	10/7/2021	9952	CITIBANK, N.A	63.00
1116		AJ	9/30/2021	40	Accrue Expense to	(27.00)
676		AP	9/23/2021	9898	CITIBANK, N.A	27.00
700-0700-800.07-44 PROPERTY / TECHNOLOGY CAPITAL						
1106	126301	AP	10/22/2021	5537	DELL MARKETING LP/	215.34
700-0705-411.04-11 PURCHASED SERVICES / WATER/SEWER UTILITI						
1158		AJ	11/22/2021	UT	UB CHARGE UPDATE	30.69
842		AJ	11/8/2021	UT	UB CHARGE UPDATE	30.69
775		AJ	11/5/2021	UT	UB CHARGE UPDATE	37.37

Fund 711 COSADC - BALLOT

711-0000-313.00-00 TAX / SALES AND USE TAX						
1412		AJ	11/30/2021	76	COSADC Sales Tax	733,675.45
711-0000-361.10-00 INTEREST / INTEREST ON INVESTMENTS						
1473		AJ	11/30/2021	85	MM Interest Ballot	168.93

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures
Fiscal Year through November 30, 2021

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		**55,328**		**55,328**			
REVENUES:							
Interest		-	-	-	-	596,221	596,221
C.O. Proceeds		-	-	-	-	119,998,750	119,998,750
Total Revenues		-	-	-	-	120,594,971	120,594,971
EXPENDITURES:							
Easements/Property Damage	4150	-	-	-	-	106,865	106,865
Engineering	4157	45,626	-	45,626	-	18,744,693	18,790,319
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		45,626	-	45,626	-	119,621,260	119,666,886
Revenue Over/(Under) Expenditures		**(45,626)**	**-**	**(45,626)**			
Ending Fund Balance		**9,702**		**9,702**			

	Revenues
Previous Years Activity	120,594,890
Current Year Budget	-
Less Interest Earned	(596,140)
TOTAL	**119,998,750**

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures
Fiscal Year through November 30, 2021

Hickory Water Supply II - Fund 527

Debt Payments Through 2045

	Dept	Current Budget	Month Actual	YTD W/Enc	Over/(Under) Budget	Previous Years Activity	Inception to Date
Beginning Fund Balance*		**10,069**		**10,069**			
REVENUES:							
Interest Income		-	-	-	-	10,069	10,069
C.O. Proceeds		52,311,560	-	-	(52,311,560)	3,763,441	3,763,441
Total Revenues		52,311,560	-	-	(52,311,560)	3,773,510	3,773,510
EXPENDITURES:							
Post Construction	4150	255,500	-	-	(255,500)	-	-
Design & Inspection	4157	3,160,800	-	-	(3,160,800)	-	-
Construction	4159	40,620,412	-	-	(40,620,412)	-	-
Issue Costs	9900	-	-	-	-	1,469,664	1,469,664
Contingencies	9900	8,274,848	-	-	(8,274,848)	-	-
Transfer to Debt Service	1994	-	-	-	-	2,293,777	2,293,777
Total Expenditures		52,311,560	-	-	(52,311,560)	3,763,441	3,763,441
Revenue Over/(Under) Expenditures		**-**	**-**	**-**			
Ending Fund Balance		**10,069**		**10,069**			

*Preliminary

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider early termination of the Business Plan Competition Third Place Grant Award Agreement by and between the City of San Angelo Development Corporation and Netco Energy Products, Inc. d/b/a Netco Fire and Safety due to it having met all contract obligations, and authorizing the Board President or their designee to execute all related documents.

Summary/History:

The City of San Angelo Development Corporation and Netco Fire & Safety entered into a Grant Award Agreement pursuant to the Business Plan Competition coordinated in conjunction with Angelo State University.

Netco won third prize and was subsequently awarded $10,000 to purchase a vehicle to perform service calls for fire extinguisher and kitchen vent inspections. Netco provided documentation that they purchased the vehicle and received their full grant amount on December 29, 2020.

Netco notified the Development Corporation that they intend to sell the fire and safety portion of their business and inquired whether any remaining obligations could be assigned to the acquiring entity. However, Staff review determined that all obligated prize funds were paid and Netco satisfied their reporting requirements for the most recent period. Thus, Staff recommends amending the term of the Agreement to end prior to their sale.

Financial Impact:

There is no fiscal impact for this Amendment. Prize funds in the amount of $10,000 were paid after Netco verified compliance with their Prize Agreement.

Other Information/Recommendation:

Staff recommends approving an amendment to the Business Plan Competition Third Place Grant Award Agreement by and between the City of San Angelo Development Corporation and Netco Energy Products, Inc. d/b/a Netco Fire and Safety and authorizing the Board President or their designee to execute all related documents, subject to the approval of City Council.

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Guy Andrews	Final Approval

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider approving an agreement by and between the City of San Angelo Development Corporation and Quality Striping in the amount of $4,100 for striping and sealcoating of the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents

Summary/History:

The parking lot at the Business Resource center is shared among COSADC Staff and Business Resource Center tenants (e.g., Angelo State University SBDC, Incubator Clients). Additionally, the BRC parking lot is the primary location where visitors to the BRC park for training events.

Staff noted that the lines in the parking lot have deteriorated over time. They are no longer clearly visible and are in need of restoration. Staff solicited pricing from three vendors and received one response, from Quality Striping.

Financial Impact:

Funds for this project are budgeted in account 700-0700-411.04-31, Building and Grounds Maintenance.

Other Information/Recommendation:

Staff recommends approving an agreement by and between the City of San Angelo Development Corporation and Quality Striping in the amount of $4,100 for striping and sealcoating of the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

1. Est_2005_from_Quality_Striping_and_Sealcoat_LLC Est_2005_from_Quality_Striping_and_Sealcoat_LLC.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

Quality Striping and Sealcoat LLC

Box 61851
San Angelo, TX 76906

Estimate

Date	Estimate #
8/11/2021	2005

Name / Address
City of San Angelo box 1751 San Angelo,Tx 76902-1751

Description	Qty	Rate	Total
economic developement center			
1st coat Sealcoating. We prepare and apply Coaltar sealcoat according to manufacturers specs, fortified with sand and latex polymer	1	1,250.00	1,250.00
2nd coat Sealcoating. We prepare and apply Coaltar sealcoat according to manufacturers specs, fortified with sand and latex polymer	1	1,000.00	1,000.00
Striping	1	350.00	350.00
Crackfilling - We Use HOT CRACKSEALER NOT COLD. Similar To Material Used On State Highways.	1	1,500.00	1,500.00
i went by friday and saw you needed cracksealing so i had to change estimate also please note a section of the lots north west side needs to be repaved			

Subtotal	$4,100.00
Sales Tax (8.25%)	$0.00
Total	$4,100.00

Phone #	Fax #	E-mail	Web Site
325-650-8943	325-651-1200	qualitystriping@yahoo.com	qualitystripingandsealcoat.com

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider approving an agreement by and between the City of San Angelo Development Corporation and Angelo Paving in the amount of $5,915 to repave the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents

Summary/History:

The parking lot at the Business Resource center is shared among COSADC Staff and Business Resource Center tenants (e.g., Angelo State University SBDC, Incubator Clients). Additionally, the BRC parking lot is the primary location where visitors to the BRC park for training events.

Staff noted sections of the parking lot have faults and require repaving before we can re-stripe and sealcoat. Staff solicited pricing from three vendors and received one response, from Angelo Paving.

Financial Impact:

Funds for this project are budgeted in account 700-0700-411.04-31, Building and Grounds Maintenance.

Other Information/Recommendation:

Staff recommends approving an agreement by and between the City of San Angelo Development Corporation and Angelo Paving in the amount of $5,915 to repave the Business Resource Center parking lot and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

1. Estimate_1033_from_Angelo_Paving_LLC Estimate_1033_from_Angelo_Paving_LLC.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

Angelo Paving, LLC
3371 Knickerbocker Rd Ste 106
San Angelo, TX 76904 US
3252120035
angelopaving@gmail.com

Estimate

ADDRESS
Business Resource Center 105 N. Chadbourne San Angelo, Tx 76901

ESTIMATE #	DATE	
1033	09/27/2021	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Paving/Overlay	Remove and replace drive lane on West side of parking lot. Sawcut area and remove old asphalt. Any necessary basework will be done after old asphalt is removed. When prep is done we will repave area using hotmix asphalt type d. Typical 1.5"-2" thickness	1,690	3.50	5,915.00

TOTAL **$5,915.00**

Accepted By

Accepted Date

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider increasing the previously approved contract amount with Mammoth Roofing Services, LLC to include an additional $19,688 to replace stucco located at the front of the Business Resource Center through TIPS Contract 210205 for a total contract amount of $208,376 and authorizing the Board President or their designee to execute all necessary documents.

Summary/History:

On several occasions, Staff noted water intrusion inside the Business Resource Center following rain events. We enlisted the support of both Harrison Roofing Company and Mammoth Roofing company to identify potential causes of this issue. Mammoth Roofing determined that cracks in the Stucco of the building currently allow water to enter the building, causing damage.

To mitigate the risk of further damage to the building or property stored inside by COSADC and its tenants, Staff recommends engaging a qualified provider to repair the stucco. Mammoth Roofing is qualified through The Interlocal Purchasing System cooperative purchasing program to provide these repair services.

Financial Impact:

Following approval, Staff will allocate the total amount of this repair ($19,688) from Future Projects to an appropriate operating account via an internal budget amendment.

Other Information/Recommendation:

Staff recommends approving an agreement with Mammoth Roofing Services, LLC to replace the stucco located at the front of the Business Resource Center through TIPS Contract 210205 in the amount of $19,688 and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

1. Bussiness Resource Center Stucco Scope — Bussiness Resource Center Stucco Scope.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

Mammoth Roofing Services

Prepared for:
Business Resource Center
69 N Chadbourne St, San Angelo TX 76903
(325) 653-7197

Prepared by:
Mammoth Services, LLC
4005 Christoval Rd, San Angelo, TX 76903 325.777.0149
(325) 218-4448

Having inspected the current conditions of the building stucco, we have determined that the following actions are necessary for a complete repair in your property's stucco area.

TIPS contract number: 210205

Scope of Work:

1. Prep the front side of the building stucco area. Repair all joints and penetrations.

2. Install a new expansion joint along the front large crack area from one side to the end of the building. This will keep the wall from cracking in the future and will allow it to expand as needed.

3. Apply 2 coat stucco system to match the existing stucco color in place.

3. Clean area and haul any debris.

5. Three-year warranty.

Total Job Price **$19,688.00**

Payment Terms: As agreed upon *(plus applicable taxes)*

_____ _____

Trisha Lira, Managing Member Owner Signature

_____ _____

Date Date

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider a resolution authorizing the Board President to negotiate and execute a Business Resource Center office lease agreement with Shad Wisener d/b/a South Plains Lamesa RailRoad, LTD for a one year term with the option to extend an additional year.

Summary/History:

South Plains Lamesa Rail Road will rent two office suites (210.5 & 210.6) for a one year term lease at the Business Resource Center. The lease will have a one year extension, effective January 1, 2023.

Financial Impact:

Other Information/Recommendation:

Attachments:

1. _COSADC_BRC_SPLRR DRAFT _COSADC_BRC_SPLRR DRAFT.docx

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

City of San Angelo Development Corporation

Business Resource Center

Office Lease Agreement

DRAFT

Basic Terms

Effective Date: January 1, 2022

Landlord: CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas municipal development corporation

Landlord's Address: 69 N. Chadbourne St., San Angelo, Tom Green County, Texas 76903

Tenant: Shad Wisener d/b/a South Plains Lamesa Railroad, LTD

Tenant's Address: 69 N. Chadbourne Street, San Angelo, Texas 76903

Phone: (806) 828-4841

Email: shad.wisener@splrr.com

Leased Premises: Office suite number 210.5 and 210.6, located on the second floor of the Business Resource Center, 69 N. Chadbourne St., San Angelo Texas, being approximately 191 square feet (210.5) and 144 square feet (210.5), as depicted in the diagram of second floor of the BRC, attached hereto as **Exhibit "A"** ("Leased Premises").

Term: One (1) year, commencing on the **Effective Date** and automatically extending for up to one (1) additional one year term, unless earlier terminated as herein provided.

Termination Date: December 31, 2022 subject to one extension of term for an additional year, Terminating on December 31, 23

Permitted Use: Tenant shall use the Leased Premises for the limited purpose of professional business office and related uses.

Zoning: The Permitted Use shall be subject to use restrictions in the designated zoning district for the Leased Premises. At commencement of the Lease Term the designated zoning district for the Leased Premises is "Central Business District" (CBD).

Initial Payment: Initial Rent Payment due and payable on execution of this Lease, is the sum of One Thousand Seven Hundred Three and 25/100 Dollars ($1,703.25), which includes: (a) Five Hundred Ninety-Eight and 30/100 Dollars ($598.30 – Suite 210.5) and (b) Five Hundred Thirty-Seven and 20/100 Dollars ($537.20 –Suite 210.6) one time Security Deposit; and, (b) first month's rent of Two Hundred Ninety-Nine and 15/100 Dollars ($299.15 – Suite 210.5) and Two Hundred Sixty –Eight and 60/100

Dollars ($268.60 – Suite 210.6). The deposit is refundable within 30 days of termination or expiration of the lease, net of amounts credited to reimburse landlord for reasonable expenses necessary to restore the Leased Premises to their condition at commencement of the lease, normal wear and tear excepted.

Monthly Rent: Except as provided herein for the Initial Payment, monthly Rent shall be in the sum of Two Hundred Ninty-Nine and 15/100 Dollars ($299.15 –Suite 210.5) and Two Hundred Sixty-Eight and 60/100 Dollars ($268.60 – Suite 210.6), payable in advance on or before the 1st day of each month during the term of this Lease. Payments due under this Lease shall be made to the Landlord at 69 N. Chadbourne St., San Angelo, Texas 76903.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises on an annual term with rent payable in advance in equal monthly installments.

2. Comply with all applicable laws, ordinances, rules and regulations relating to Tenant's occupancy, use and maintenance of the Leased Premises.

3. Pay when due the Initial Rent Payment, regular Rent payments and any other payment obligation of Tenant under the terms of this Lease.

4. Pay to Landlord a late charge ten percent of the rent due plus interest accrued on the balance past due at the lower of ten percent (10%) per annum or the maximum rate allowed by law. Acceptance by Landlord of late rent, charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.

5. Pay all taxes on Tenant's property located on the Leased Premises.

6. Use the Leased Premises for the Permitted Use only and uses incidental thereto in compliance with applicable law.

7. Tenant shall return the Leased Premises to Landlord in the same condition as when received, reasonable wear and tear accepted.

8. TENANT AGREES TO INDEMNIFY DEFEND, AND HOLD HARMLESS, LANDLORD, ITS BOARD MEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, FAULT, LIABILITIES, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS OF ANY KIND AND JUDGMENTS FOR PERSONAL INJURY AND/OR PROPERTY LOSS OR DAMAGE, PLUS REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE, WHICH THE INDEMNIFIED PARTIES MAY INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF THE SOLE OR JOINT NEGLIGENCE, ERROR, OMISSION, OR INTENTIONAL ACTS OF TENANT IN THE EXERCISE BY TENANT OF THE PRIVILEGES CONFERRED UNDER THIS LEASE.

THIS INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO

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INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Maintain Insurance as follows:

a. Tenant shall, at all times during the term hereof, maintain such insurance coverage as may be required by CITY and approved by the City of San Angelo Risk Manager of the types and in the amounts specified in **Exhibit "B"** 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 will defend and shall be drawn in the name of Tenant, with CITY, its board members, officers, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by CITY, its board members, officers, or employees, shall be excess and not contributory to that provided by Tenant. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo Risk Manager for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Manager 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 Tenant occupying or utilizing the Leased Premises, provided however, that Tenant shall at any time upon request file duplicate copies of the policies of such insurance with CITY.

b. Tenant shall notify City's Risk Manager of any reduction or exhaustion of insurance policy aggregate limits. Should Tenant fail to immediately secure other insurance, as specified, for any policy canceled before expiration of the Lease Term or any extension thereof, City may procure such insurance and assess the cost thereof against Tenant as additional rent.

c. Tenant shall require its insurance carrier(s), with respect to Commercial General Liability and Automobile Liability insurance policies, to waive all rights of subrogation against CITY, its board members, officers, agents, guests, invitees, consultants and employees.

d. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance of its obligations under the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.

10. Vacate the Leased Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Leased Premises for any purpose other than the Permitted Use, including that:

a. No permanent improvements shall be made or construction without the prior written consent of Landlord.

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b. No storage or dispensing of petroleum products or hazardous materials without Landlord's prior written consent. ("Hazardous Material" being the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance.)

2. Create or allow any nuisance or waste on Leased Premises.

3. Cause or allow a lien to be placed on the Leased Premises.

4. Assign this Lease or sublease any portion of the Leased Premises without Landlord's prior written consent.

5. Litter or leave trash or debris on the Leased Premises.

C. Landlord agrees to—

Lease to Tenant the Leased Premises subject to the terms and conditions herein provided beginning on the Commencement Date. Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises for the Permitted Use shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord, except as otherwise may be specifically provided for under the terms of this Lease.

D. Landlord agrees not to—

Allow any use of the Leased Premises inconsistent with Tenant's Permitted Use, subject to the reservations of rights herein stated, and so long as Tenant is not in default.

E. Landlord and Tenant mutually agree to the following:

1. *Rent Adjustment. N/A.*

2. *Disclaimer of Warranties.* ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

3. *RESERVATIONS.* LANDLORD OPERATES THE BUSINESS FACTORY INCUBATOR PROGRAM AND IN ADDITION TO TENANT, OFFICE SPACE IN THE BRC IS OCCUPIED BY VARIOUS PRIVATE BUSINESS ENTITIES. LANDLORD IS RESPONSIBLE FOR BUILDING OPERATION AND MAINTENANCE OF COMMON AREAS, INCLUDING USE OF PARKING FACILITIES AND SECURITY. LANDLORD RESERVES THE RIGHT TO ADOPT REASONABLE RULES AND REGULATIONS RELATING TO OFFICE USE OF THE BRC BY MULTIPLE PRIVATE BUSINESS ENTITIES, IN ADDITION TO CITY, CITY OFFICES, AND ASU SMALL BUSINESS DEVELOPMENT CENTER. TENANT AGREES TO COMPLY WITH SUCH RULES AND REGULATIONS.

4. *Termination of Lease.* Landlord or Tenant may terminate this lease for convenience on thirty (30) days written notice to the other party. *The foregoing provision for termination is in addition to termination pursuant to Default* by Tenant, under Section 9 herein.

5. *No Encumbrances.* Tenant shall not have the right to encumber the Leased Premises.

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6. Transfer, Assignment and Subletting. Tenant may not transfer, assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

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7. *Fees Related to Leased Premises.*

a. *Utilities:* Usual utilities (electric, water, HVAC) are provided by Landlord. Telephone and other services are provided by Tenant at Tenant's expense. Any use of Landlord's copier will be charged as additional rent at the rate of $.10 per page for color copies. Landlord will permit Tenant up to 250 black and white copies per month without charge. Each black and white copy exceeding 250 in any calendar month will be charged as additional rent at the rate of $.08 per page.

b. Tenant will be permitted occasional use of the conference room located on the first floor of the BRC without charge, unless Tenant charges a fee for attendees at a meeting or event utilizing the conference room. Tenant will be charged as additional rent at the rate of $75 for half day (up to four hours) or $175 for full day (exceeding four hours but not more than eight hours). Scheduling of use of the conference room will be pursuant to BRC policy approved by Landlord.

c. *Taxes:* Tenant shall be solely responsible for the payment of any taxes assessed relating to Tenant improvements or personal property placed upon the Leased Premises. Tenant shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and **Tenant agrees to indemnify and save harmless Landlord from all such taxes, charges and assessments**. Failure to pay such taxes and assessments as provided herein shall, at the option of Landlord, result in termination of this Lease.

8. *Default by Tenant/Events.* The following shall constitute events of default by Tenant:

a. failure to timely pay Rent or other charges payable by Tenant under this Lease; or,

b. failure to comply with any provision of this Lease Agreement other than timely payment of Rent.

9. Default by Tenant/Landlord's Remedies. Landlord's remedy for Tenant's default, after providing a notice describing the nature of default and such default continues for a period of ten (10) days after notice, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.

10. Default/Waiver/Mitigation. It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.

11. Reimbursement of Landlord's Expenses. Tenant shall pay on demand Landlord's expenses necessarily incurred, including, but not limited to attorney's fees and court costs, to enforce any Tenant obligation under this Lease or to terminate this Lease for Tenant's default and retake physical possession of the Leased Premises.

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12. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

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

LANDLORD:

City of San Angelo
Attn: Dir. of Economic Development
69 N. Chadbourne St.
San Angelo, Texas 76903

TENANT:

Shad Wisener, d/b/a SPLRR, LTD
69 N. Chadbourne Street, Ste. 210.5 & 210.6
San Angelo, Texas 76903

14. Entire Agreement. This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Leased Premises by Landlord to Tenant that are not in this Lease Agreement.

EXECUTED by the parties in duplicate originals on the dates indicated below.

TENANT:
Shad Wisener, d/b/a SPLRR, LTD.

BY: _____
Shad Wisener
DATE:_____, 2019

LANDLORD:
CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Attest:

_____
Nora Nevarez, Secretary

BY: _____
Max Puello, President

DATE: _____

APPROVED AS TO FORM

_____
Brandon Dyson, Deputy City Attorney

APPROVED AS TO RISK

_____
Charles Hagen, Risk Manager

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THE BUSINESS FACTORY

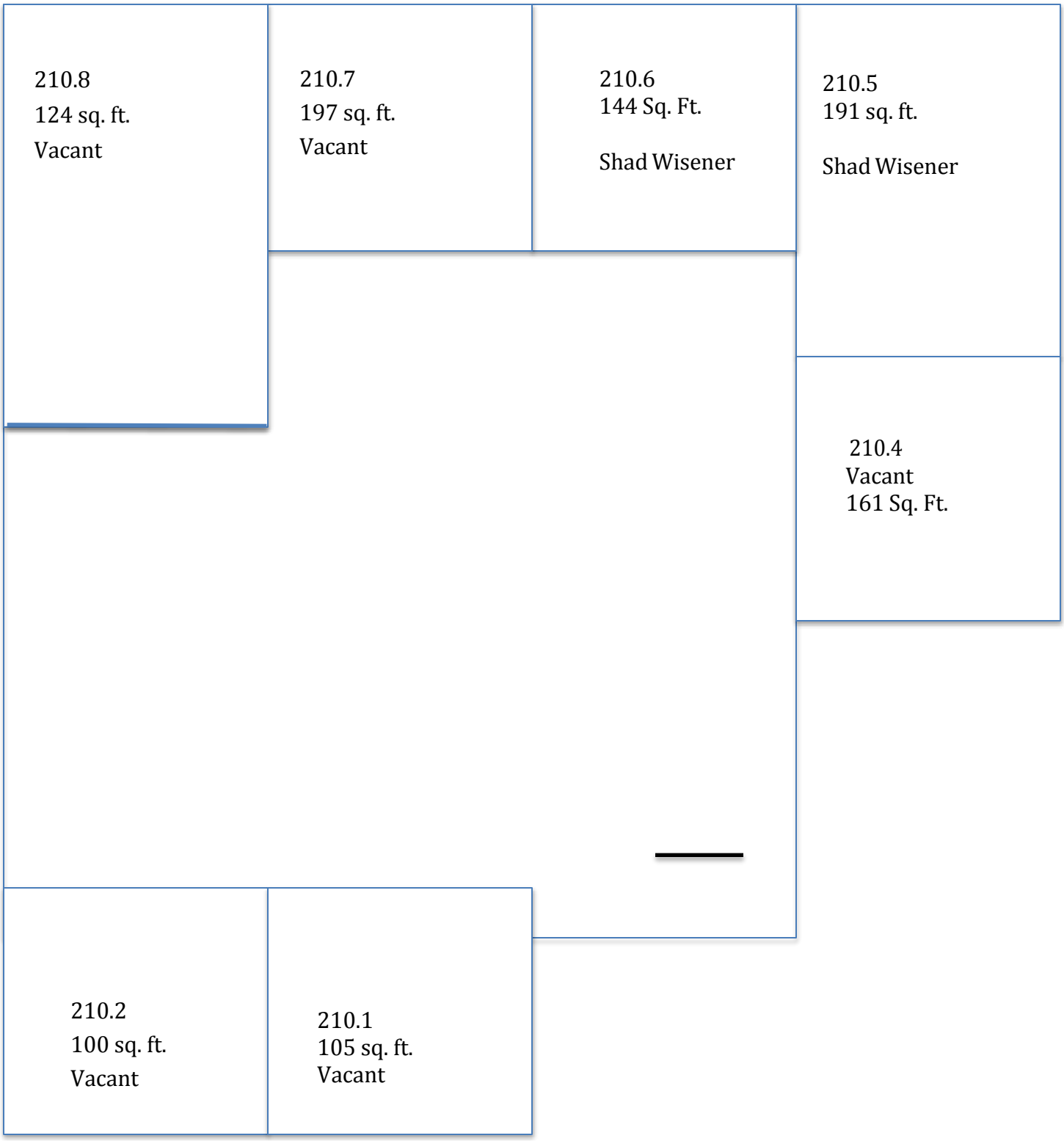

EXHIBIT "B"

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**. Tenant shall obtain and maintain policies of insurance covering the Leased Premises and Tenant's activities thereon at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of $1,000,000.00; and Fire Damage on the building and fixtures with a minimum combined occurrence and annual limitation of $150,000. This policy shall be an occurrence-type policy and shall protect Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Tenant'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".

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: December 15, 2021

Item type: Consent Item

Caption:

Consider amending the Economic Development Performance Agreement by and between the City of San Angelo Development Corporation and Wisener Holdings, LLC d/b/a South Plains Lamesa Railroad Ltd. and authorizing the Board President or their designee to negotiate and execute all necessary documents.

Summary/History:

City of San Angelo Development Corporation and Wisener Holdings, LLC d/b/a South Plains Lamesa Railroad Ltd. entered into a Development Agreement for construction of a rail transloading facility.

Under the Agreement, Wisener Holdings must demonstrate fulfillment of five obligations before December 31, 2021:

1. Complete a Minimum Capital Investment of $1,000,000
2. Enter into a sublease of TxDOT rail right-of-way, track services agreement, or other agreements with Texas Pacifico
3. Complete installation of adequate rail in place to service initial contracted customers for rail transloading services
4. Open to the public rail transloading services
5. Maintain at least one, fully operational train locomotive on the Property available to perform transloading related services for the public.

Shad Wisener, Owner of Wisener Holdings LLC, requested modifications to the Benchmarks outlined on Exhibit "B" of the Agreement to accommodate document review for the sublease Agreement between Wisener Holdings and Texas Pacifico . He requested that his reporting deadline be extended to March 31, 2022. The effective date of the Amendment would be December 9, 2021.

Financial Impact:

Other Information/Recommendation:

Staff recommends authorizing the proposed Amendment, in a form substantially approved by the City Attorneys Office and Director of Economic Development or their designees, and authorizing the Board President to negotiate and execute all necessary documents, subject to the approval of the City Council.

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Regular Item

Caption:

Update regarding the 2020 COSADC Contract Audit (Presentation by Michael Muncey, Internal Auditor)

Summary/History:

Update regarding the 2020 COSADC Contract Audit. See attachments.

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Memo - COSADC Compliance Audit 2020 Memo - COSADC Compliance Audit 2020.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Guy Andrews	Final Approval

MEMORANDUM

To: Michael Dane, Assistant City Manager, Guy Andrews, Economic Development Director
From: Michael Muncey, Internal Auditor
Date: December 1, 2021
Subject: FY2020 COSADC Compliance Audit

A compliance audit was conducted for COSADC's contract activity for fiscal year 2020.

There were a total of 60 contracts reviewed, of those 36 where approved in FY20 with one of the contracts being terminated by the time of the audit. The total amount paid in FY20 was over $6.2 million.

59 contracts had no exceptions noted and required no action. One business had failed to meet job creation and retention requirements as stated in the contract. COSADC staff made their board aware and they addressed the situation in August 2021. No further action required.

Report to Board

CITY OF SAN ANGELO TEXAS Development Corporation

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

Meeting Date: December 15, 2021

Item type: Regular Item

Caption:

Consider authorizing the expenditure of Sales and Use Tax Funds pursuant to Sec. 505.103 of the Texas Local Government Code to allocate prize awards to the following winners of the 2021 Business Plan Competition:

1. First Prize ($40,000) - Cowboy Up Chocolates
2. Second Prize ($20,000) - Lone Star Cheeseburger
3. Third Prize ($10,000) - Medical Arts Pharmacy; and

Consider approving Prize Award Agreements with the listed winners and authorizing the Board President or their designee to execute all necessary documents. (Presentation by Nora Nevarez, Economic Development Assistant)

Summary/History:

The City of San Angelo Development Corporation, in partnership with the Angelo State Small Business Development Center and the Norris-Vincent College of Business, hosted the 2021 Annual Business Plan Competition. We received 39 entries. The independent judging panel convened on November 13, 2021 and selected the following winners:

- First Prize ($40,000) - Cowboy Up Chocolates
- Second Prize ($20,000) - Lone Star Cheeseburger
- Third Prize ($10,000) - Medical Arts Pharmacy

Financial Impact:

The $70,000 prize amounts are budgeted in account 700-0700-411.05-65 (Special Project "A").

Other Information/Recommendation:

Staff recommends authorizing the expenditure of sales and use tax funds pursuant to Sec. 505.103 of the Texas Local Government Code to award a total of $70,000 in prizes to the aforementioned winners and authorizing the Board President to execute all necessary documents for such awards.

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved

Tina Dierschke	Approved
Guy Andrews	Final Approval

Report to Board

CITY OF SAN ANGELO TEXAS
Development Corporation

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

Meeting Date: December 15, 2021

Item type: Regular Item

Caption:

Consider authorizing the Board President to execute the Covenants, Conditions & Restrictions (CCRs) for Phase 2 of the San Angelo Business & Industrial Park in substantially the same form as the attached with the approval of the Office of the City Attorney (Presentation made by Robert Schneeman, Economic Development Project Manager)

Summary/History:

The CCR's (see attached) are the same as those recoded for San Angelo Gateway Addition Section 1 with the exception of several minor changes as follows:
The makeup of the Review Board has been revised to remove a member of San Angelo Industries and add a member of the COSADC staff, resulting in the makeup being (a) two Board Members of the City of CITY OF SAN ANGELO DEVELOPMENT CORPORATION, (b) a representative of the San Angelo Chamber of Commerce, and (c) two representatives of the City of San Angelo Economic Development staff.

The Termination Date of the CCR's has been revised to January 1, 2042 making them effective for approximately 20 years.

The name of the Board President has been updated.

Financial Impact:

No fiscal impact

Other Information/Recommendation:

Attachments:

1. DECLARATION OF COVENANTS PH 2 DECLARATION OF COVENANTS PH 2.pdf

Presentation:

Robert Schneeman

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Preamble

This Declaration of Covenants, Conditions, and Restrictions Is made on XXXXXX, 2022, at San Angelo, Tom Green County, Texas, by CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas corporation ("Declarant or Developer"), whose mailing address is 69 North Chadbourne Street, San Angelo, Texas 76903.

Recitals

1. Declarant is the owner of all that certain real property (hereinafter referred to as "SAN ANGELO BUSINESS AND INDUSTRIAL CENTER· or "Property") located in Tom Green County, Texas, described as follows: San Angelo Gateway Addition, Section 2, Block3,4,& 5, a subdivision of the City of San Angelo, Tom Green County, Texas, filed of record in cabinet H, Slide 36, of the Official Plat Records of Tom Green County, Texas; this Property also being known as the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER PHASE 2.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and Implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property and all tracts and lots within the Property shall be held, sold, leased and conveyed subject to the following easements, restrictions, covenants, and conditions.

EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS

1. ACREAGE CONTROL: SAN ANGELO BUSINESS AND INDUSTRIAL CENTER lands shall not be subdivided either by sale, lease or otherwise, without approval of the Review Board.

2. SET BACKS: SAN ANGELO BUSINESS AND INDUSTRIAL CENTER shall have minimum building set back restrictions of 50 feet from the property line adjoining any street and 15 feet minimum set back restrictions from side and rear property lines inside the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER. Set backs of 100 feet from the surrounding Highways exist under separate deed restriction.

3. PROVISIONS FOR OFF-STREET PARKING AND LOADING: On-street parking and on-street loading shall not be permitted in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER and all SAN ANGELO BUSINESS AND INDUSTRIAL CENTER lands shall be developed in such a way as to provide sufficient off-street parking. Parking and loading areas shall be paved to provide dust-free, all weather surfaces.

4. OUTSIDE STORAGE: Outside storage of material shall be permitted only where such storage is appropriately screened from all approaches.

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5. TEMPORARY STRUCTURES, PORTABLE STRUCTURES: No temporary building or portable structure shall be moved onto any lot except that which is necessary In the construction of a pre-approved building. Temporary Structures shall include, but not be limited to, any garage, mobile home, trailer, tent, shack, bam or other outbuildings. Any building which was once a portable building, regardless of how same may be placed or attached to any lot in the addition, shall be classified as a temporary structure and such is strictly prohibited. Portable buildings Include, but are not limited to, portable greenhouses, storage buildings, and all other portable buildings. Notwithstanding anything to the contrary herein, the Developer reserves the right to place a portable sales building on the Property for the purpose of conducting sales operations of the lots and tracts located within the Property.

6. MAlNTENANCE: The owner of any tract or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said site or lot. All trash/garbage shall be placed in such containers and deposited for pickup as specified by said City of San Angelo or its said franchisee. In the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then, and only then, the Developer shall have the right, privilege and license to enter upon the premises to make any and all corrections and/or improvements that may be necessary to meet such standards and charge to and collect from said owner the reasonable costs of making such corrections and/or improvements.

7. REVIEW BOARD: A Review Board is hereby created consisting of 5 persons (a) two Board Members of the City of CITY OF SAN ANGELO DEVELOPMENT CORPORATION, (b) a representative of the San Angelo Chamber of Commerce, and (c) two representatives of the City of San Angelo Economic Development staff. In the event the CITY OF SAN ANGELO DEVELOPMENT CORPORATION should cease to be an owner of land within the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER, its right to designate a representative to serve on said Review Board shall terminate and the Developer shall appoint as the third party member of said Board a representative of the remaining property owners in said SAN ANGELO BUSINESS AND INDUSTRIAL CENTER. Before commencing the construction or alteration of any building, enclosure, fence, loading dock, parking facility, storage yard or any other structure or permanent improvement on any site or lot within SAN ANGELO BUSINESS AND INDUSTRIAL CENTER, the property owner shall first submit site plans and building plans and specifications therefor (hereinafter collectively referred to as the "Plans") and the Review Board's written approval shall be required before such construction or alteration is commenced. The Review Board shall have the right to approve the location of all utility Infrastructure, the location of streets and railroad trackage and shall also have the right to approve all facilities for the handling of surface waters, other storm drainage and clean industrial effluent. The Review Board hereby created shall consist of the persons appointed by the respective parties hereto from time to time. Such appointments shall be effective when written notice thereof shall have been mailed to the respective parties to this agreement with a copy of such notification being filed In the office of the Developer. Changes in the membership of the Review Board may be effected in like manner. No member of the Review Board shall be entitled to any compensation for performing his duties as a member of such Review Board. Except In the case of those Items described herein where unanimous consent or unanimous action of the Review Board is required, action of the Review Board shall be by majority vote. All actions of the Review Board shall be in writing and filed in the office of the Developer and shall at all reasonable times be open to public inspection. In the event that the Review Board or its designated representatives shall fail to approve or disapprove any Plans or any other instruments or items requiring the Review Board's approval within thirty (30) days after they have been submitted to

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the Review Board, such approval will not be required and the approval requirement in question shall be deemed to have been satisfied.

8. CONSTRUCTION MATERIALS: The outside walls of all buildings and structures in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER shall be finished with painted metal, brick or masonry, or concrete on all sides or other construction materials of at least equal attractiveness in the sale discretion of the Review Board.

9. SIGNS: Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of the Review Board. No signs shall be permitted In the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER except (a) traffic control Signs, (b) directory signs, and (c) signs Identifying the occupants of respective buildings, all of such identifying signs being affixed to the building or being positioned so as not to be higher than ten feet above the roofs of the respective buildings. No flashing signs shall be allowed and all signs shall be in good taste and in keeping with the architecture and design Integrity of SAN ANGELO BUSINESS AND INDUSTRIAL CENTER, all as determined by the Review Board in its sole discretion.

10. LAND USES: (a) No SAN ANGELO BUSINESS AND INDUSTRIAL CENTER lands shall be used for any of the purposes prohibited by the restrictions contained In the plat or any replat of the Property, such plat and replat having been filed as referenced above.

(b) None of the lands within the bounds of said SAN ANGELO BUSINESS AND INDUSTRIAL CENTER shall be used for any of the following purposes:

i. The operation of a junk or salvage yard;

ii. Uses constituting nuisance, public or private, by reason of emission of smoke, dust, gas, odor, fumes, noise, vibration, or refuse material of any kind;

iii. Without limiting the generality of "ii" above, the manufacture of acid, cement, lime, gypsum, fireworks, glue; the manufacture, incineration or reduction of garbage, offal or dead animals, and the refining of petroleum, the smelting of zinc, copper, tin or iron ores, or the maintaining of stockyards and/or abattoirs;

iv. No animal, livestock, or poultry of any kind shall be raised, bred, or kept with the exception of dogs, cats and other household pets, provided they are not kept or maintained for commercial purpose; or

v. Maintenance of any unenclosed frame structure such as a tower used for the transmission or reception of television or radio messages, unless the erection and maintenance of such structure has been approved by the unanimous consent of the Review Board.

(c) The Property is subject to all other applicable restrictions of record including, but not limited to, those contained in the following:

i. Deed from Mrs. Ruth J. Gordon, Mrs. Mary B. Johnson Hall and the Central National Bank of San Angelo, as Independent Executor and Trustee of the Estate of J. Willis Johnson, Deceased to Ethicon, Inc. filed of record in Vol. 441, Page 268, of the Deed

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Records of Tom Green County, Texas.

ii. Amendment of Restrictive Covenants filed of record in Volume 896, Page 817, of the Official Public Records of Tom Green County, Texas.

iii. Restrictive Covenant and Notice filed of *record* in Volume 893, Page 364, of the Official Public Records of Real Property of Tom Green County, Texas.

11. VARIANCES AND INTERPRETATIONS: The Review Board may grant to any owner of land in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER variances from any of the provisions contained in this Development Plan where such variances, in the sale discretion of the Review Board, are not detrimental to the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER; provided, however, that no variation of Minimum Frontage, Minimum Depth, Minimum Acreage or Minimum Set Back restrictions shall be permitted except by the unanimous consent of the Review Board. Any question of interpretation of any provision of this Development Plan shall be decided by the Review Board. All covenants are intended to comply with the City of San Angelo Ordinances, and it will be the intent of the review board to comply with all ordinances of the City of San Angelo, and the review board will not have any authority to change any intent of any ordinances of the City of San Angelo. However, the Review Board reserves the exclusive right to change, add and/or amend any provision in this document with the unanimous vote of the Board.

12. TIME LIMIT FOR IMPROVEMENTS: (a) The Purchaser of each tract in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER shall, within two (2) years after the time of the conveyance of such tract by the Developer, commence in good faith the construction of permanent Improvements thereon in accordance with the Plans approved by the Review Board. The Review Board may extend the time within which such construction may be begun and any such extension shall be In writing.

(b) If within the two (2) year period hereinabove provided for, or any extension thereof granted by the Review Board, any such purchaser of any unlimbered tract within the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER on which construction In accordance with the Plans has not in good faith been begun, desires to sell such unimproved tract, he shall first offer such tract to the Developer at the original purchase price thereof, with the usual proration of taxes, insurance premiums, title costs and closing costs being borne by such Purchaser as seller and the Developer as purchaser as is customary. Purchaser to sell such tract, shall have thirty (30) days thereafter within which to exercise its option to reacquire such tract on the above terms and conditions.

(c) If, within the two (2) year period hereinabove provided for, or any extension thereof, any such Purchaser of any unimproved tract within the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER on which construction in accordance with the Plans has been begun, but has not been completed, desires to sell such unimproved tract, the Developer shall have rights of first refusal to purchase the same and such Purchaser shall not sell such unimproved tract to any person, firm or corporation other than the Developer, unless and until the same shall first have been offered to Developer on the same terms and conditions available to such other person, firm or corporation. Developer, upon receipt of written notice of the intention and desire of such Purchaser to sell such tract, shall have thirty (30) days thereafter within which to exercise its right of first refusal to reacquire such tract on the terms and conditions specified in such written notice.

(d) If, after the expiration of the two (2) year period from the date of the conveyance of any

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unimproved tract lying within the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER, or any extension thereof, any such Purchaser shall not In good faith have begun on such tract construction in accordance with the Plans, the Developer shall have the option for the full period of six (6) months after such expiration to reacquire said property from the Purchaser at the same price for which the tract was conveyed to said Purchaser with the usual prorations of taxes, insurance premiums, title costs and closing costs being borne by such Purchaser as seller and the Developer as purchaser as is customary In San Angelo at that time.

(e) In the event of any sale by such Purchaser to the Developer under subparagraphs (b), (c) or (d) above, Developer shall pay the consideration therefor to such Purchaser in cash and such Purchaser shall execute and deliver a general warranty deed conveying said tract to the Developer free and clear of all liens and encumbrances, save and except zoning ordinances, if any; taxes and assessments not yet due and payable, if any; and restrictions and limitations of record (not containing provisions of reverter of forfeiture), if any.

13. PARTIAL INVALIDITY: The Invalidation of anyone of the terms and conditions of this Development Plan or the failure to enforce any of said terms or conditions at the time of a Violation thereof shall in no event affect any of the other terms and conditions of this Development Plan nor be deemed a waiver of the right to enforce the same or any other of said terms or conditions thereafter.

14. UTILITY EASEMENTS: Developer shall provide free of cost all necessary easements and rights-of-way required to bring public utility service to each of the parcels in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER, including but not limited to electric power, telephone, gas, water and sewer service. The location of easements are tentative locations only and may be changed if in the unanimous opinion of the Review Board a different location is found to be to the advantage of the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER development. Drainage easements for surface waters, other storm drainage and clean industrial effluent shall be provided by Developer where necessary to provide proper drainage of all lands within the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER.

15. TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS: Each term, condition and covenant herein contained shall terminate and be of no further effect on January 1, 2042. However, at any time prior to January 1, 2042, the then owners of a majority of the area in square feet within said SAN ANGELO BUSINESS AND INDUSTRIAL CENTER may by declaration, Signed, acknowledged by them, and duly recorded in the Deed Records of Tom Green County, Texas, extend such terms, restrictions, conditions and covenants for a period of ten (10) years. In like manner additional extensions for successive periods of ten (10) years may be provided for as long as the owners of a majority of the area in square feet within said SAN ANGELO BUSINESS AND INDUSTRIAL CENTER affirmatively vote to so extend them. During the term of any such extension, the rights reserved to the parties hereto and to the Review Board created hereby shall continue in full force and effect.

16. ENFORCEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS: The terms and conditions of this Declaration of Covenants, Conditions and Restrictions are made for the benefit of any and all persons who may now own, or who may hereafter own property In SAN ANGELO BUSINESS AND INDUSTRIAL CENTER. Such persons and the Review Board are hereby specifically given the right to enforce these terms and conditions by injunction or other lawful procedure, and to recover damages resulting from any violation thereof.

This Declaration of Covenants, Conditions and Restrictions of SAN ANGELO BUSINESS AND

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INDUSTRIAL CENTER shall be Incorporated by reference in each and every contract of purchase and sale and every deed for conveyance of any character of land In the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER so that all owners, occupants or users of land in the SAN ANGELO BUSINESS AND INDUSTRIAL CENTER shall assume the obligation of, and be bound by, all of the provisions of this Declaration of Covenants, Conditions and Restrictions. All such transactions shall also have as one of the conditions of sale the undertaking by the purchaser to Incorporate by reference said Declaration of Covenants, Conditions and Restrictions of SAN ANGELO BUSINESS AND INDUSTRIAL CENTER as a condition of sale In the event of a resale of any of the lands In said SAN ANGELO BUSINESS AND INDUSTRIAL CENTER to a subsequent purchaser to the end that all such subsequent purchasers, occupants or users shall also assume the obligations of, and be bound by, all of the provisions of this Development Plan.

THIS DECLARATION Is executed at San Angelo, Texas, this _____ day of _____ 2022.
CITY OF SAN ANGELO DEVELOPMENT
CORPORATION
STATE OF TEXAS

_____
Max Puello, President

COUNTY OF TOM GREEN

This Instrument was acknowledged before me on the _____ day of _____ • 2022, by Max Puello, as President of the City of San Angelo Development Corporation, a Texas corporation, on behalf of said corporation.

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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: December 15, 2021

Item type: Executive Session Item

Caption:

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

Project 2022-N001: Business prospect negotiations concerning food equipment fabrication company.

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Guy Andrews	Final Approval