



Amended (2)

Agenda

11/16/2022

Notice is hereby given of a regular meeting of the City of San Angelo Development Corporation (COSADC) to be held on November 16, 2022, at 1:30 PM at the East Mezzanine of City Hall, 72 W. College Ave., 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 necessary Corporation disbursements
- b. Consider approving the October 26, 2022, Meeting Minutes
- c. Consider approving information technology support services agreement by and between the City of San Angelo Development Corporation and Russ Wallace dba CTR Data and authorizing the Board President or their designee to execute all necessary documents (Nora Nevarez)
- d. Consider a resolution accepting a copier machine for the Business Factory, Business Incubator donated by CTWP
- e. Consider approving an advertising services agreement by and between the City of San Angelo Development Corporation and Media Advantage, LLC in the amount of \$32,700 annually and authorizing the Board President to execute all necessary documents (Michael Dane)

5. Regular Agenda

- a. Update regarding the Economic Development Director position and search process (Presentation by Michael Dane, Interim Director of Economic Development)
- b. Update presentation regarding the Skyline Aviation Hanger Improvements at San Angelo Regional Airport - Mathis Field (Presentation made by Robert Schneeman, Economic Development Project Manager)
- c. Discussion and possible action regarding the Professional Services Agreement by and between the City of San Angelo Development Corporation and the San Angelo Chamber of Commerce (Presentation by Michael Dane, Interim Director of Economic Development)

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. Land Acquisition Section 551.072 - Deliberations about real property regarding Project Flugan

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
- c. Announcement of the 2022 Business Plan Competition Winners

8. Adjournment

CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 10th day of November 2022 at 5:00 P.M.

Nora Nevarez on behalf of Michael Dane

Michael Dane

Economic Development Interim Director

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

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

Meeting Date: November 16, 2022

Item type: Consent Item

Caption:

Consider approving the necessary Corporation disbursements

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|-----------------------------|
| 1. | Disbursement 11-16-2022 | Disbursement 11-16-2022.pdf |
|----|-------------------------|-----------------------------|

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Michael Dane	Final Approval

**City of San Angelo Development Corporation
Check Disbursements
For Board Approval November 16, 2022**

Economic Development

Sam Tambunga Insurance	\$	9,077.07	Renew Gen. Liability coverage	Ck. 5781
Ener-tel		6,610.00	Installation of Access Control System (Inv. 287756)	
Jowers Commercial Cleaning		1,400.00	Janitorial services at BRC (Inv. 5792 & 5802)	Ck. 5780
Total for Board Consideration	\$	17,087.07		
Jowers Commercial Cleaning	\$	800.00	(Inv. 5818)	
Ener-tel Services, Inc.		628.00	Mo. Burglar monitoring & Annual security (Inv. 284514 & 285313)	Ck. 5776
Russ Wallace		596.00	MO IT serv for Business Factory (Inv. 1037)	
Ener-tel		336.00	Annual fire alarm monitoring (Inv. 287499)	
TX Eco Dev Council		200.00	Registration for Sales Tax Workshop (Inv. 18810)	Ck. 5779
MC Electric		191.20	Replace bulbs (Inv. 1655 & 1705)	
Bug Express		85.00	Qtrly pest control at BRC (Inv. 49304)	Ck. 5767
Concho Valley Electric Coop		47.22	Electric serv for Airport Sign (Inv. 11/16/2022)	
Angelo Water Service Co.		20.00	Water delivery and cooler lease (Inv. 11/01-11/30)	Ck. 5774
	\$	2,903.42		

Total Economic Development Disbursements **\$ 19,990.49**

Ballot

Total for Board Consideration	\$	-
Total Routine Disbursements	\$	-
Total Ballot Disbursements	\$	-

Grand Total Disbursements this Period **\$ 19,990.49**

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

Meeting Date: November 16, 2022

Item type: Consent Item

Caption:

Consider approving the October 26, 2022 Meeting Minutes

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|------------------------------|--------------------------------|
| 1. COSADC Minutes 10-26-2022 | COSADC Minutes 10-26-2022.docx |
|------------------------------|--------------------------------|

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Michael Dane	Final Approval

City of San Angelo, Texas
Development Corporation Meeting
Wednesday, October 26, 2022

Present:

Max Puello, President
John Bariou, First Vice President
Dr. Clifton Jones, Second Vice President
Dr. Ruben Ceballos, 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 8:31 a.m., on Wednesday, October 26, 2022, in the City of San Angelo City Hall, 72 W College Avenue, San Angelo, TX 76903

2. Prayer

An invocation was provided by First Vice President Bariou.

3. Public Comment

Mr. Dave Erickson, Director of the Small Business Development Center introduced Mrs. Angelina Torres to the board. Angelina will be assisting ASU SBDC as a Business Development Specialist.

4. Consent Agenda

- a. Consider approving the necessary Corporation disbursements
- b. Consider approving September 28, 2022, and October 11, 2022, Meeting Minutes
- c. Consider approving the re-subordination of the Affordable Housing Assistance Program (AHAP) lien at 2026 Shelton to allow clients to refinance housing loans.

Motion: Director Ceballos made a motion, seconded by First Vice President Bariou to approve the consent agenda as presented. The motion carried unanimously four (4) ayes to zero (0) nays.

5. Regular Agenda

- a. Consider approving the September 2022 Financials (Presentation made by Tina Dierschke, Director of Finance)

Motion: Director Jones made a motion, seconded by First Vice President Bariou to approve the September 2022 Financial Statements. The motion carried unanimously four (4) ayes to zero (0) nays.

Open for Public Comment at 8:43 a.m.
Closed for Public Comment at 8:43 p.m.

- b. Consider approving the proposed COSADC meeting calendar for 2023 (Presentation

made by Nora Nevarez, Economic Development Assistant)

Motion: First Vice President Bariou made a motion, seconded by Director Ceballos to approve the 2023 COSADC Meeting calendar. The motion carried unanimously four (4) ayes to zero (0) nays.

Open for Public Comment at 8:41 a.m.

Closed for Public Comment at 8:41 p.m.

- c. Public hearing regarding a project under Chapters 501 and 505 of the Texas Local Government Code to utilize Sales and Use Tax funds in an amount not to exceed \$75,000 to Rosenberger Site Solutions, LLC, for a project related to business enterprises that create or retain primary jobs (Presentation by Robert Schneeman, Economic Development Project Manager)

No public comments were made.

Open for Public Comment at 8:43 a.m.

Closed for Public Comment at 8:43 p.m.

- d. Update regarding the Economic Development Director position and search process (Presentation by Michael Dane, Interim Director of Economic Development)

Michael Dane updated the board regarding the Economic Development Director position. Two candidates were interviewed. Per the direction of Daniel Valenzuela, City Manager requested the two candidates interviewed would be placed on hold, but also consider hiring a firm to seek Economic Development candidates.

- e. Consider authorizing an expenditure not to exceed \$1,500 for the Business Resource Center's ten-year anniversary event to be held on December 15, 2022 (Presentation by Nora Nevarez, Economic Development Assistant)

Nora Nevarez, Economic Development Assistant addressed the board. On December 2012, the Economic Development staff moved into the Business Resource Center. COSADC staff and ASU Small Business Development Center would like to host a ten-year anniversary reception at the Business Resource Center. The plan was to host the reception in December 2022, but the board suggested we wait till we have a new Economic Development Director. The event will be held in March 2023.

Motion: Director Ceballos made a motion, seconded by Director Jones to approve the expenditure. The motion carried unanimously four (4) ayes to zero (0) nays.

No Public Comment

- f. Consider approving a resolution in support of an application by the Trans Permian H2Hub, LLC in response to a Department of Energy funding opportunity Regional Clean Hydrogen Hubs Funding Opportunity announcement dated September 22, 2022 (Presentation by Robert Schneeman, Economic Development Project Manager)

Motion: First Vice President Bariou made a motion, seconded by Director Ceballos to approve the resolution in support. The motion carried unanimously four (4) ayes to zero (0) nays.

No public comment.

- g. Discussion and possible action on appointing a committee to discuss and review the City of San Angelo Administrative Service Agreement between the City of San Angelo and the City of San Angelo Development Corporation (Presentation by Michael Dane, Interim Director of Economic Development)

Motion: First Vice President Bariou made a motion, seconded by Director Ceballos to appoint the same committee from the By-Laws to review the City of San Angelo Administrative Service Agreement. The motion carried unanimously four (4) ayes to zero (0) nays.

- h. Discussion and possible action regarding a new appointee to the Bylaws Review Committee for the City of San Angelo Development Corporation (Presentation by Nora Nevarez, Economic Development Assistant)

President Puello appointed Director Jones to the Bylaws Review Committee.

- i. Presentation by the COSADC Bylaws Review Committee and discussion of the Committee's proposed revisions to COSADC By-Laws. (Presentation by Bylaws Review Committee and staff)

Brandon Dyson, Deputy City Attorney provided an update on the proposed revision regarding the COSADC Bylaws.

Mr. Dyson asked how the board would feel to have the board President have input in the selection of the Director of Economic Development. This item will be discussed further with the Administrative Service Agreement committee.

- j. Consider appointing a committee to evaluate and review the marketing proposal (Presentation by Michael Dane, Interim Director of Economic Development)

Per the direction of the board, staff will make the decision.

6. Closed Session

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

At 9:35 a.m., the Board convened Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meeting, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections.

- a. Section 551.087 to discuss or deliberate commercial or financial information that the Board received from a business prospect and to deliberate the offer of a related financial (or other) incentive concerning:
 - a. BREP incentive for Project Excavator, a wholesale equipment dealer

At 9:43 a.m., the Board reconvened

7. Follow Up and Administrative Issues

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

No action is needed.

- b. Announcements and consideration of Future Agenda Items

No announcements or future agenda items were requested

8. Adjournment

Motion: First Vice President Bariou made a motion, seconded by Director Jones to adjourn the meeting. The motion carried unanimously four (4) ayes to zero (0) nays.

There being no further business, the meeting adjourned by consensus at 9:46 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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Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: November 16, 2022

Item type: Consent Item

Caption:

Consider approving information technology support services agreement by and between the City of San Angelo Development Corporation and Russ Wallace dba CTR Data and authorizing the Board President or their designee to execute all necessary documents (Nora Nevarez)

Summary/History:

The information technology support services agreement by and between the City of San Angelo Development Corporation and Russ Wallace dba CTR Data will expire on December 31, 2022. Mr. Wallace provides IT services for the Business Factory and assists new clients with computer needs. The cost for the services will be \$7,500.00 annually. Staff seek a one-year contract with four (4) options to extend the term hereof for a period of (1) One year each subject to the availability and appropriation of funds. This agreement will automatically renew annually for up to Four additional one-year terms unless either party exercises their option to terminate the agreement in writing thirty (30) days prior to the expiration of the current one-year term. The staff is seeking approval for this agreement.

Financial Impact:

The current agreement is budgeted at \$ 7,152. The new agreement beginning January 1, 2023, will be \$7,500.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Michael Dane	Final Approval

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

Meeting Date: November 16, 2022

Item type: Consent Item

Caption:

Consider a resolution accepting a copier machine for the Business Factory, Business Incubator donated by CTWP

Summary/History:

CTWP will donate a copier for the Business Factory, Business Incubator area. COSADC will own the machine and pay monthly for a maintenance contract that is in effect for 12 months. The Maintenance Contract will renew automatically, but COSADC can cancel the maintenance anytime by giving us a 30-day written notice. The contract will include all parts, labor, and toner. The charge will be \$30.00 monthly for maintenance for that machine, plus the color usage. 2500 BW Images per month and all color images will be billed at \$.02; .04 and .06 cents each.

Financial Impact:

The monthly maintenance will be \$30.00/\$360.00 and overage copies are estimated at \$240.00.

Other Information/Recommendation:

Attachments:

- | | |
|---------------------------------------|---|
| 1. Copier Machine Donation Resolution | Copier Machine Donation Resolution.docx |
|---------------------------------------|---|

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Michael Dane	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS ACCEPTING THE DONATION OF A REFURBISHED KYOCERA COPIER MACHINE

WHEREAS, the Corporation may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, Hayday Inc., dba CTWP, desires to donate to the Corporation one refurbished Kyocera (TASKalfa 3252ci) copier machine with an estimated value of \$4,750; and,

WHEREAS, the Corporation has use for the copier machine for its Business Factory/Incubator program.

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

Part 1: That the City of San Angelo Development Corporation hereby accepts a donation of one refurbished Kyocera (TASKalfa 3252ci) copier machine from Hayday Inc., dba CTWP.

PASSED and APPROVED THIS 16th day of November, 2022.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Max Puello, President

Nora Nevarez, Corporate Secretary

APPROVED AS TO FORM

Brandon Dyson, Deputy City Attorney

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

Meeting Date: November 16, 2022

Item type: Consent Item

Caption:

Consider approving an advertising services agreement by and between the City of San Angelo Development Corporation and Media Advantage, LLC in the amount of \$32,700 annually and authorizing the Board President to execute all necessary documents (Michael Dane)

Summary/History:

Development Corporation staff consulted with our partners at the Small Business Development Center and San Angelo Chamber of Commerce and determined that we should recalibrate our marketing approach. Staff solicited proposals for marketing services from two area providers: McLaughlin Advertising and Media Advantage, LLC. Staff reviewed the proposals and recommends entering into an advertising services agreement with Media Advantage, LLC. of San Angelo, Texas.

Under the Advertising Services Agreement, Media Advantage will represent the Corporation as our marketing firm. Their services will include:

- Managing the Corporation's marketing campaigns (e.g., Business Factory, Business Plan Competition),
- Developing and managing the Corporation's online presence (e.g., social media, website),
- Developing print, digital, billboard, and television/radio advertising for the Corporation,
- Designing marketing collateral for events (e.g., Chamber luncheons, job fairs, etc.),
- Reputation Management,
- Designing and producing our Annual Report,
- Other services, as requested by the Corporation, and as budget permits.

The Advertising Services Agreement will renew annually. Media Advantage will present a budget to the Board each year for approval. Staff will coordinate with Media Advantage to determine the optimal allocation of marketing dollars, in coordination with our partners at the Small Business Development Center and San Angelo Chamber of Commerce.

Financial Impact:

Other Information/Recommendation:

Staff recommends approving an advertising services agreement by and between the City of San Angelo Development Corporation and Media Advantage, LLC. and authorizing the Board President

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | Media Advantage - Board Summary | Media Advantage - Board Summary.pdf |
|----|---------------------------------|-------------------------------------|

Presentation:

Guy Andrews

Approvals/Reviews:

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

SAN ANGELO



ECONOMIC DEVELOPMENT CORPORATION

MARKETING DETAILS

MEDIA ADVANTAGE

2022/2023

REBRANDING

To clearly define and elevate San Angelo Economic Development Corporation, a re-brand is essential. By choosing a color scheme, slogan, look and feel, etc., we can communicate your message to the public more effectively.

LOGO DESIGN

- **Create a new logo that distinguishes San Angelo EDC from other community stakeholders**
- **Freshen up the design and colors to make stand out.**

BRANDING GUIDE

- **Break down exactly the brand and how it is communicated.**
- **Provide guidance for all internal and public-facing communications.**

WEBSITE

The website redesign objective is to organize the information to be a marketing tool to the Manufacturing, Agriculture, and Energy industries to take the next steps and come to San Angelo for a site visit. Some other challenges to address are confusion with the city, confusion on what the Economic Dev. Corp. does, and highlighting accomplishments.

- **Duplicate current content on website**
- **Redesign website aesthetic to match new branding**
- **Redesign website content and layout**
- **Transition to new web address**
- **Media Advantage will manage the website with unlimited updates**

CVHP DIGITAL BROADCAST

27 minute feature for your business. Airs on Conchovalleyhomepage.com, FB pages- KLST 26K followers, KSAN 25K followers, CVHP FB 1.2K followers. Video is yours to keep and share on social!



SOCIAL MEDIA MANAGEMENT

MA MANAGEMENT

- Content is planned for Facebook, Instagram, and LinkedIn and sent end of month for approval for the following month.
- Update cover photo and profile picture.
- Localized content creation.
- Community involvement and support posts.
- Holiday posts.
- Tactics to increase likes and interaction.

CONTENT IDEAS

- Stand alone or in partnership on the city page
- Communicate past, present, and future projects/initiatives
- Info graphics, case studies, pictures.
- Focus heavy on Ag, Manufacturing, and Solar content
- Fun facts, industry info, success stories
- Guy and/or Looney adventure content.

BUSINESS PLAN COMPETITION

Revisit online presence of business plan competition. Great branding currently but recommend to reword the narrative.

VIDEO

- Produce a video to promote the competition.
- Explain the process to potential participants.
- Highlight the benefits of this process not only for the winners, but all involved.
- Video could be used in the years to come.

CHAMBER LUNCHEON

- COSA DC to potentially help fund this luncheon in partnership with SBDC
- Feature the Business Plan Competition and run the Business Plan Competition video
- Media Advantage will help develop a concept and execute a presentation

MISCELLANEOUS OPPORTUNITIES IF BUDGET ALLOWS:

Social media campaign, chamber email blast and FB post, press release and PSA request, TV interviews, town hall meeting and Q&A, digital, business mail-out

ANNUAL REPORT

The annual report is an opportunity to show off the projects in progress and the projects that have been completed by Economic Dev. Corp during the year. Per previous discussions, we believe a video report would add an extra layer of professionalism and could serve a dual purpose by living on your site and social media accounts.

PRINT VERSION

- Based on last year's report
- 16 pages
- Double-sided printing on slick heavy weighted paper
- Folded, stapled
- 50 books
- Theme: Planes, Trains, and Automobiles

VIDEO VERSION

- Video would consist of footage from BTS and COSA archives
- Interviews from staff / video headshots
- The video would coincide with the printed report, just serves as an alternative way to digest the information
- It will highlight completed and in-process projects

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

Meeting Date: November 16, 2022

Item type: Regular Item

Caption:

Update regarding the Economic Development Director position and search process (Presentation by Michael Dane, Interim Director of Economic Development)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez

Brandon Dyson

Michael Dane

Created/Initiated

Approved

Final Approval

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

Meeting Date: November 16, 2022

Item type: Regular Item

Caption:

Update presentation regarding the Skyline Aviation Hanger Improvements at San Angelo Regional Airport - Mathis Field (Presentation made by Robert Schneeman, Economic Development Project Manager)

Summary/History:

At its meeting on October 27, 2021, COSADC approved a resolution authorizing a project to utilize Sales and Use Tax funds in an amount not to exceed \$3,000,000 to fund improvements to airport facilities, to include the GTE Hangar, pursuant to a public-private partnership agreement with Skyline Aviation, The resolution was ratified by City Council at its meeting on November 2, 2021. Skyline Aviation is proposing a project to rehab the existing GTE Hangar and construct an addition to house its Fixed Base Operator (FBO) functions. Skyline has entered into an agreement with KDW Ltd. as their consultant and Construction Manager on the project. Skyline, the City and COSADC are in the final stages of preparing the lease for the project which will be a twenty (20) year lease with two five year extensions. An Economic Development Performance Agreement is also in the final stages. Skyline has engaged a surveyor to prepare the final survey documents prescribing the lease limits of the project and KDW is preparing the Preliminary Scope of Work for the overall project. The agreement will be a Construction Manager at Risk agreement with COSADC being responsible for up to \$3M for improvements to the existing hangar and surrounding pavement including parking, and the remainder to be the responsibility of Skyline Aviation. Staff has resolved questions regarding the type of fire suppression system to be installed and has been working with the Fire Marshal and Public Works staff regarding the non-potable water system which will provide water for the fire suppression system.

Financial Impact:

No fiscal impact; update presentation only; Total project expense previously approved will not exceed \$3M in COSADC funding.

Other Information/Recommendation:

No action required

Attachments:

1. SKYLINE SD4 - SP1_LEASE LIMITS DIM_11.4.22 SKYLINE SD4 - SP1_LEASE LIMITS DIM_11.4.22.pdf

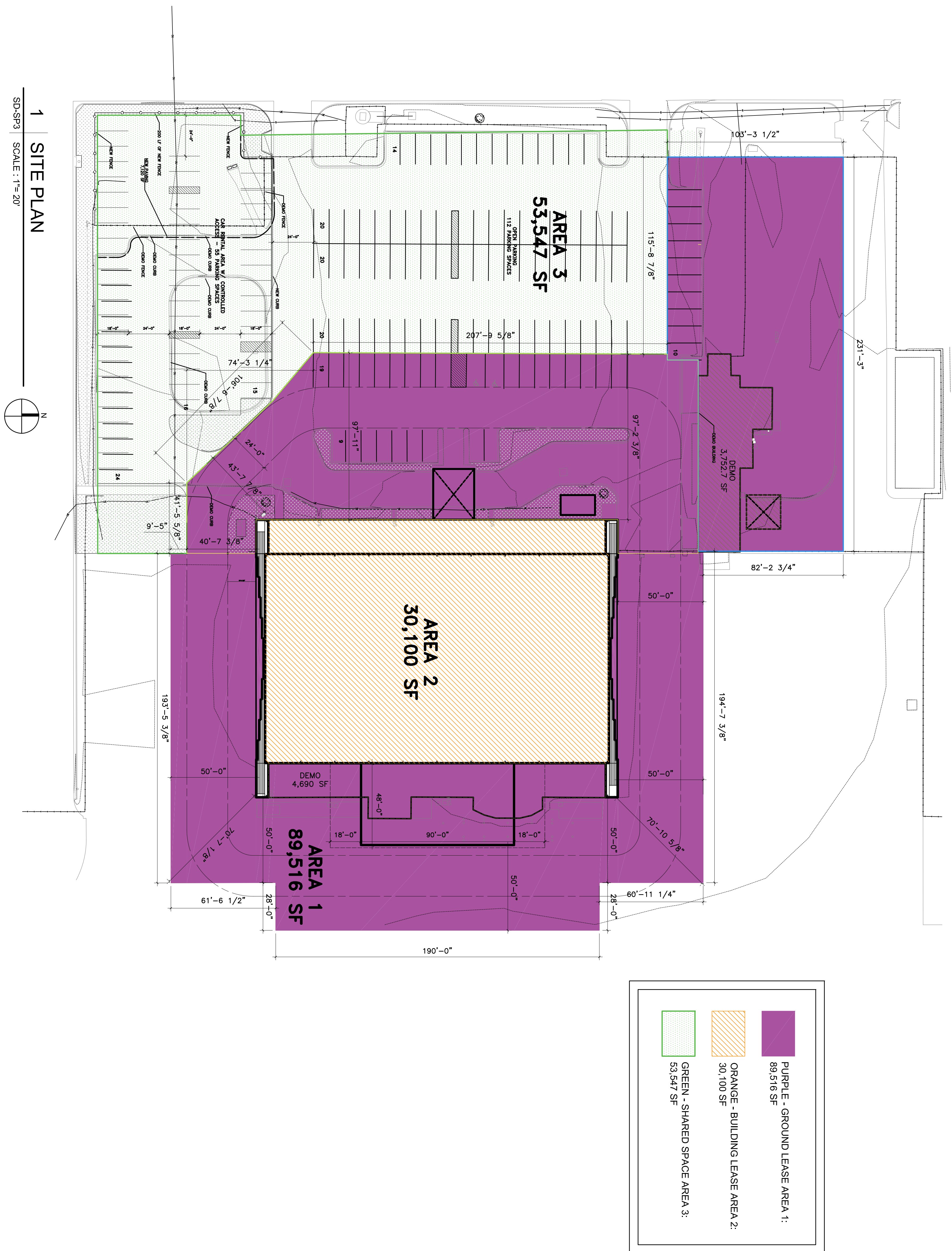
Presentation:

Robert Schneeman

Approvals/Reviews:

Robert Schneeman
Brandon Dyson
Michael Dane

Created/Initiated
Approved
Final Approval



PROJECT SKYLINE

SAN ANGELO TEXAS

ISSUE DATE	XX-XX-XX
PERMIT DATE	XX-XX-XX
CONSTRUCTION DATE	XX-XX-XX
REVISIONS	

FOR REVIEW ONLY
NOT FOR PERMITTING
OR CONSTRUCTION

PROJECT NO.	XX-XXX
DRAWING DATE :	Nov 04, 2022

SP1.3

SITE PLAN-LEASE LIMITS



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-TWO 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.

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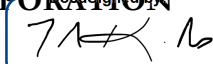
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EXECUTED in duplicate originals this day of October 28, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

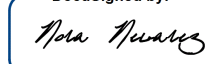
By:



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Todd Kolls, President

ATTEST:

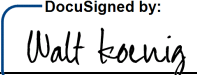
By:



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Nora Nevarez, Corporate Secretary

SAN ANGELO CHAMBER OF COMMERCE, INCORPORATED

By:

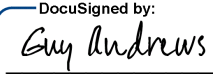


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E. Walter Koenig, President

EMAIL: walt@sanangelo.org

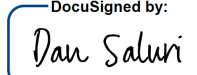
APPROVED AS TO CONTENT

APPROVED AS TO FORM



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Guy D. Andrews, Economic Development Director



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Dan T. Saluri, Deputy City Attorney

EXHIBIT “A”

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- 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

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- 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.
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- 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.

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

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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 adaptations resulting from the changed business and industrial environment.

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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.

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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.

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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.

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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.

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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.

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

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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	
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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):

<u>Sector Number</u>	<u>Description</u>
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)

<u>Sector Number</u>	<u>Description</u>
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.**

2023 COSADC-CHAMBER OF COMMERCE
PROFESSIONAL SERVICES PERFORMANCE AGREEMENT

This Agreement is entered into this ____ day of December, 2022, and having an Effective Date of January 1, 2023, 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 ~~onetwo~~ (12) years, terminating on December 31, 2023~~4~~ (“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-TWO 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, 2023 - \$65,625.

April 1, 2023 - \$65,625.

July 1, 2023 - \$65,625.

October 1, 2023 - \$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. All funds received under this Agreement shall be maintained by PROVIDER in a separate account and without commingling the same with PROVIDER’s other funds or accounts.

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.

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EXECUTED in duplicate originals this day of _____, 2022.

**CITY OF SAN ANGELO DEVELOPMENT
CORPORATION**

By: _____
Max Puello, President

ATTEST:

By: _____
Nora Nevarez, Corporate Secretary

**SAN ANGELO CHAMBER OF
COMMERCE, INCORPORATED**

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

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Michael Dane, Interim Economic Development
Director

Brandon Dyson, 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.

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(B)

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4. Annual oral and written report to the COSADC Board.
5. Other reports and meetings as requested by the COSADC Board.

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

Meeting Date: November 16, 2022

Item type: Executive Session Item

Caption:

Land Acquisition Section 551.072 - Deliberations about real property regarding Project Flugan

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Robert Schneeman
Brandon Dyson
Michael Dane

Created/Initiated
Approved
Final Approval

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

Meeting Date: November 16, 2022

Item type: Regular Item

Caption:

Announcement of the 2022 Business Plan Competition Winners

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Nora Nevarez

Created/Initiated