



Agenda 10/25/2017

Notice is hereby given of a regular meeting of the City of San Angelo Development Corporation (COSADC) to be held on October 25, 2017 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer

3. Public Comment

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

4. Consent Agenda

- a. Consider approving the September 27, 2017 minutes and the October 5, 2017 special meeting minutes.
- b. Consider approving the necessary Corporation disbursements
- c. Consider approving the September 2017 Financial Statements

5. Regular Agenda

- a. Update regarding the 2017 Ports to Plains Alliance Annual meeting held in Lubbock September 12th-14th, 2017. (Presentation by Mayor Brenda Gunter and COSADC Director John Bariou)
- b. Consider approving a resolution authorizing the use of Sales and Use Tax Funds in a sum not to exceed \$168,000, in support of establishing a Construction Trades Program at Howard College to be partially funded under a Texas Workforce Commission High Demand Skills Development Grant, a project authorized under Chapter 501 of the Texas Development Corporation Act (Presentation by Roland Peña, Economic Development Director)
- c. Consider a Resolution authorizing the use of Sales and Use Tax Funds for expansion of the training mission of Goodfellow Air Force Base, a project authorized for Type 4B Development Corporations under Texas Local Government Code, Section 501.104 relating to certain military bases or missions and authorizing the Board President to negotiate and execute an MOU with Tom Green County and Goodfellow Air Force Base on behalf of the Corporation and such other legal documents necessary to the project. (Presentation by Roland Peña, Economic Development Director)

- d. Consider adoption of a resolution authorizing the use of sales and use tax proceeds for a Project authorized under the Texas Local Government Code, Chapter 505, for economic development promotional purposes, sponsoring the 2018 San Angelo Business Plan Competition; authorizing the Board President to negotiate and execute an advertising services agreement with McLaughlin Advertising, not to exceed \$5,000 for advertising services therefore; and recommending ratification by City Council. (Presentation by Nora Nevarez, Executive Office Coordinator)
- e. Consider approving the COSADC – City of San Angelo Agreement for Provision of Administrative Services for FY2018 in the amount of \$578,088 and subsequent years of FY2019 and FY2020 as annual budgets are approved by the Board, recommending ratification by City Council and authorizing the Board President to execute the agreement in substantially the same form as the attached. (Presentation by Roland Peña, Economic Development Director)
- f. Consider appointing a staff member as Board Secretary in accordance with the Bylaws of the City of San Angelo Development Corporation Article III, Section 2.B. which states "The Secretary of the Corporation shall be a City staff member assigned to the Corporation under a contract between the Corporation and the City of San Angelo, as approved by the Board of Directors." (Presentation by Roland Peña, Economic Development Director)
- g. Public Hearing regarding the expenditure with McLaughlin Advertising of up to \$60,000 for a Project consisting of a promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises. (Presentation by Roland Peña, Economic Development Director)
- h. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$100,000, for a project that entails acquisition costs of \$25,000 and professional engineering and surveying services including closing costs of up to \$75,000 for a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism (Presentation by Roland Peña, Economic Development Director)
- i. Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 504 Subchapter C (Presentation by Shannon Scott, Economic Development Specialist)
- j. Public Hearing regarding the expenditure with Parkhill Smith & Cooper, Inc. a sum not to exceed \$280,000 to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, for a project necessary to promote or develop new or expanded business enterprises as authorized under the Texas Development Corporation Act. (Presentation by Roland Peña, Economic Development Director)

6. Closed Session

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

- a. Section 551.087 (2) to deliberate the offer of a financial or other incentive with Project 2017-E285, that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations
- b. Section 551.072 Deliberations about Real Property regarding 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive

7. Follow Up and Administrative Issues

- a. Consider items discussed in Executive 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 20th day of October 2017, at 10:30 a.m.

Roland Pena, Economic Development Director

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

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

Meeting Date: October 25, 2017

Item type: Consent Item

Caption:

Consider approving the September 27, 2017 minutes and the October 5, 2017 special meeting minutes.

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attached are the September 27, 2017 minutes and October 5, 2017 Special Meeting minutes.

Attachments:

- | | |
|---|--|
| 1. September 27, 2017 Minutes | September 27, 2017 Draft Minutes.pdf |
| 2. Oct. 5, 2017 Special Meeting Minutes | Oct. 5 Special Meeting Draft Minutes.pdf |

Presentation:

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City of San Angelo, Texas
Development Corporation
Meeting Wednesday,
September 27, 2017

1. Call to Order

With a quorum of the City of San Angelo Development Corporation Board Members present, President Edward Carrasco called the regular session of the City of San Angelo Development Corporation meeting to order at 8:30 a.m. on Wednesday, September 27, 2017 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer

An invocation was provided by Director Bariou

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.

Mike Buck, Executive Director, Concho Valley Workforce Development Board commented on an upcoming request for support for a new training program at Howard College being initiated by the Home Builders Association (HBA) and Howard College. The new program will provide training for the various construction trades and will be funded through a High Demand Skills Development Grant similar to that for the LVN-RN program previously supported by COSADC.

4. Consent Agenda

- a. Consider approving Amendment No. 1 of the COSADC - SBDC lease agreement effective September 1, 2016 for office space in the Business Resource Center, adjusting Annual Rent to \$13,493, commencing September 1, 2017 through August 31, 2019 and authorizing the Board President to execute amendment

- b. Consider approving the August 23, 2017 minutes

- c. Consider approving necessary Corporation disbursements

- d. Consider approving the August 2017 Financial Statements

Director Tankersley made a motion, seconded by First Vice President Flores to approve the Consent Agenda. The motion carried unanimously seven (7) ayes to zero (0) nays

5. Regular Agenda

- a. Consideration of a request for allocating supporting funds for the improvement of the Sculpture Garden at Sunken Garden Park as part of a collaborative effort (Presentation by Carl White, Parks and Recreation Director and Howard Taylor, Director of the San Angelo Museum of Fine Arts)

Director Bariou made the motion to table this item until the October 25, 2017 meeting, seconded by First Vice President Flores. The motion carried unanimously seven (7) ayes to zero (0) nays

- b. Presentation and consideration of approving the Chamber of Commerce Marketing and Recruitment Action Plan for FY2018 (Presentation by Michael Looney, Vice President of Marketing and Recruitment)

Director Bariou made a motion, seconded by Second Vice President Kolls to approve the Chamber of Commerce Marketing and Recruitment Action Plan for FY2018. The motion carried unanimously seven (7) ayes to zero (0) nays

- c. Consider a resolution authorizing the Board President to execute Task 2, of the Professional Services Agreement in the amount up to, but not to exceed \$280,000 with Parkhill, Smith & Cooper, Inc. (PSC) to perform Professional Engineering and Surveying Services for "Infrastructure Design" for Phase 2 of the San Angelo Business & Industrial Park (Presentation by Bob Schneeman, Business, Retention and Expansion Coordinator)

First Vice President Flores made a motion seconded by Director Dendle to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- d. Consider resolution approving a Project in support of the City Council and the expenditure of promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises and authorize the President to negotiate and execute a performance agreement in the amount of up to and not to exceed \$60,000 with McLaughlin Advertising. (Presentation by Roland Peña, Economic Development Director)

Director Tankersley made a motion seconded by Director Bariou to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- e. A resolution of the City of San Angelo Development Corporation Board of Directors authorizing the use of sales and use tax funds in an amount not to exceed \$100,000 for a project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism (Presentation by Roland Peña, Economic Development Director)

First Vice President Flores made a motion seconded by Director Tankersley to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- f. Consider approving the proposed COSADC meeting calendar for 2018 (Presentation by Nora Nevarez, Executive Office Coordinator)

Director Bariou made a motion seconded by Second Vice President Kolls to approve the 2018 meeting calendar as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- g. Approve a Resolution of the City of San Angelo Development Corporation Board of Directors authorizing the President to execute Task Order No.1 to RFQ ES-04-15 with SKG Engineering, LLC., in a sum not to exceed \$65,000, to perform professional engineering and surveying services for an Economic Development Project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of Real Property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, for commercial development that requires survey, environmental studies and geotechnical investigations and related services (Presentation by Roland Peña, Economic Development Director)

Director Bariou made a motion seconded by Second Vice President Kolls to approve the resolution as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

6. Closed Session

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

At 9:40 A.M., The Board convened in Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.072 Deliberations about Real Property regarding 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive

Item 6.a. was not discussed in Closed Session

- b. Section 551.087(2) to deliberate the offer of a financial or other incentive with Detmar Logistics, LLC., that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations

Director Dendle left the meeting at 9:41 a.m. Second Vice President Kolls recused himself from the discussion

7. Follow Up and Administrative Issues

- a. Approve a Resolution of the City of San Angelo Development Corporation Board of Directors authorizing the use of sales and use tax funds in an amount not to exceed \$300,000, to provide an Economic Development Incentive to Detmar Logistics, LLC., for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C (Presentation by Shannon Scott, Economic Development Specialist)

At 10:04 A.M., The Board reconvened, Second Vice President Kolls recused himself from the vote and the following business was transacted: Director Tankersley made a motion seconded by First Vice President Flores to approve the resolution and project as presented. The motion carried unanimously five (5) ayes to zero (0) nays

b. Announcements and consideration of Future Agenda Items

Second Vice President Kolls returned to the meeting at 10:13 a.m. No announcements and future agenda items were discussed

8. Adjournment

Motion to adjourn was made by Director Tankersley and seconded by Director Bariou at 10:15 a.m. The motion carried unanimously six (6) ayes to zero (0) nays

THE CITY OF SAN ANGELO

Edward Carrasco
Corporation President

ATTEST:

Bryan Kendrick
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.)

City of San Angelo, Texas
Development Corporation Meeting
Thursday, October 5, 2017

1. Call to Order

With a quorum of the City of San Angelo Development Corporation Board Members present, President Edward Carrasco called the special session of the City of San Angelo Development Corporation meeting to order at 1:15 p.m. on Thursday, October 5, 2017 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903. **Director Scott Tankersley, Director Dr. Cummings, and Director Bill Dendle were absent.**

2. Prayer

An invocation was provided by First Vice President Juan Flores.

3. Regular Agenda

- a. Consideration of a resolution, authorizing the Board President to negotiate and execute Task Order No. 2 to Professional Services Agreement, RFQ DC-02-17, with Parkhill Smith & Cooper, Inc., in a sum not to exceed \$280,000 to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, subject to approval of the City Council for a Project necessary to promote or develop new or expanded business enterprises as authorized under the Texas Development Corporation Act

Director Bariou made the motion seconded by First Vice President Flores to approve the resolution. The motion carried unanimously (4) ayes to zero (0) nays.

4. Adjournment

Motion to adjourn was made by Director Bariou made a motion, seconded by First Vice President Flores at 1:17 p.m. The motion carried unanimously (4) ayes to zero (0) nays.

THE CITY OF SAN ANGELO

Edward Carrasco, 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.)

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

Meeting Date: October 25, 2017

Item type: Consent Item

Caption:

Consider approving the necessary Corporation disbursements

Summary/History:

Financial Impact:

See attachment.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------|-----------------------------|
| 1. | Disbursements | Disbursement 10-25-2017.pdf |
|----|---------------|-----------------------------|

Presentation:

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**City of San Angelo Development Corporation
Check Disbursements
For Board Approval October 25, 2017**

Economic Development

COSA	\$	70,439.97	Phase I Sewer Extension (Inv. 47535)	Ck. 4058
Blue Cross Blue Shield		37,118.00	2016 Annual Incentive	Ck. 4042
Chamber of Commerce		18,248.95	Marketing & Requirement for Sept. 2017	Ck. 4042
Parkhill Smith & Cooper		28,000.00	Industrial Park - Phase II	Ck. 4051

			Reimburse COSA for 3rd & 4th H T E expenses (Admin Office Supplies = \$789.00; Admin Comm = \$1,674.04; Admin. Cell = \$1,041.66; Admin Travel & Lodging = \$2,005.67; & Admin Postage = \$125.98	
COSA		5,636.35	Elec serv at BRC	Ck. 4052
Liberty Power		1,243.36		Ck. 4044

Total for Board Consideration \$ 160,686.63

J & R Silva Tree Service & Landscaping	\$	972.00	Clean signs @ Industrial Park & BRC & parking lot (Inv. 1361 & 1362)	Ck. 4053
Moontime		753.97	BP 2nd Place Reimbursement (Inv. 9 & 10)	
Dirt Doctor		725.00	Monthly cleaning serv @ BRC (Inv. 2989)	
San Angelo		708.89	Legal notice (Ad 1772089)	Ck. 4059
Lamar Companies		650.00	Billboard advertisement (Inv. 99999)	Ck. 4054
IEDC		610.00	Renewal of membership for Roland Pena	Ck. 4062
Angelo Titan Technology System LLC		559.30	Refund Business Factor deposit	
Chamber of Commerce		550.00	Sponsorship for Chamber luncheon (Inv 79462)	
Gill's Fine Arts		537.20	Refund Business Factor deposit	Ck. 4055
			Elevator telephone @ BRC & internet serv for Business Factory	
Suddenlink		504.14	Summit Registration for Sara Lamog	Ck. 4056
ACT, Inc.		450.00	Office supplies (Inv. 3353903646)	Ck. 4064
Staples		249.98		
COSA		240.00	Reimburse Civic Events for FY 17 coffee set-ups Water & sewer @ 69 N. Chadbourne = \$106.37; 3 water meters @ Industrial Park = \$82.25; & 105 N. Chadbourne = \$15.00	Ck. 4057
COSA Utility Billing		203.62	Burglary & fire alarm serv. (Inv. 118702111)	
Protection1		124.94	Replace light bulbs @ BRC (Inv. 74)	
MC Electric		120.00	Cleaning Supplies (Inv. 548908, 548999, CM 548944)	Ck. 4048
House of Chemicals		87.88	Overnight mail delivery (Inv. 595204488)	
FedEx		63.89	Pest control @ BRC (Inv. 10330)	
MDK Services		59.00	Gas utilities serv @ BRC	
Atmos Energy		56.43	Electric bill at Industrial Park	Ck. 4065
Liberty Power		52.08	Water delivery & water cooler rent at BRC	Ck. 4049
Angelo Water Solutions		44.50		

Total Routine Disbursements \$ 8,322.82

Total Economic Development Disbursements \$ 169,009.45

Ballot

COSA	\$	3,218.33	Reimburse COSA , W TX Water Partnership	Ck. 1477
COSA		309.33	Reimburse COSA , W TX Water Partnership	Ck. 1478
Total for Board Consideration	\$	3,527.66		

Total Routine Disbursements \$ -

Total Ballot Disbursements \$ 3,527.66

Grand Total Disbursements this Period \$ 172,537.11

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

Meeting Date: October 25, 2017

Item type: Consent Item

Caption:

Consider approving the September 2017 Financial Statements

Summary/History:

Financial Impact:

No impact.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------|------------------------|
| 1. | Financial Statements | COSADC Stmtns 1709.pdf |
|----|----------------------|------------------------|

Presentation:

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City of San Angelo Development Corporation

Financial Information and Schedules As of September 30, 2017

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Revenue & Expenditure Report

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Balance Sheet

Revenue & Expenditure Report

Project Commitments

Transaction Detail by Account

2011 Bond Issue

Hickory Water Supply

City of San Angelo Development Corporation
Balance Sheet - Economic Development
As of September 30, 2017

ASSETS

Current Assets

Checking/Savings

101101 · Cash 35,800

103200 · Money Market 1,031,812

Total Checking/Savings 1,067,612

Accounts Receivable

115000 · Sales Tax Receivables 378,449

Total Accounts Receivable 378,449

Other Current Assets

117000 · Investments 13,317,845

Total Other Current Assets 13,317,845

Total Current Assets 14,763,906

Fixed Assets

140500 · Land -Industrial Park 85,728

141000 · Industrial Park-Phase I 1,013,908

143000 · Industrial Park-Phase II 51,609

144000 · Industrial Park-Phase III 20,377

152000 · Building-Business Resource Ctr 2,004,967

159999 · Accum Depr-Building (559,720)

Total Fixed Assets 2,616,869

TOTAL ASSETS 17,380,775

LIABILITIES & FUND EQUITY

Liabilities

Current Liabilities

201000 · Accounts Payable 299,894

Total Current Liabilities 299,894

Total Liabilities 299,894

Fund Equity

Committed for Eco. Dev. Projects 4,249,006

Restricted for Fixed Assets 2,616,869

Assigned for Equipment Replacement 671,714

Unassigned Fund Balance 9,543,292

Total Fund Equity 17,080,881

TOTAL LIABILITIES & FUND EQUITY 17,380,775

City of San Angelo Development Corporation
Revenue Expenditure Report - Economic Development
September 2017

	<u>Budget</u>	<u>Month Actual</u>	<u>YTD Actual</u>	<u>Over/(Under) Budget</u>	<u>% of Budget</u>
Revenues					
313000 · Income-Sales & Use Tax	2,265,233	208,062	2,280,221	14,988	101%
360000 · Interest on Investments	6,000	4,630	99,423	93,423	1,657%
363101 · Lease Income	86,913	323	68,267	(18,646)	79%
363109 · Lease Income - Business Factory	0	864	4,742	4,742	100%
366000 · Reimbursements	28,800	0	18,915	(9,885)	66%
380000 · Misc. Income	4,276	0	4,276	0	100%
380500 · Misc. Income - Hirschfeld	1,100,435	0	1,100,435	0	100%
392200 · Gain on Sale Assets	1,612,840	0	1,611,565	(1,275)	100%
Total Revenues	<u>5,104,497</u>	<u>213,879</u>	<u>5,187,844</u>	<u>83,347</u>	<u>102%</u>
Expenditures					
410000 · Administrative	207,650	8,490	79,616	(128,034)	38%
412000 · Partner Affiliations	93,748	1,100	82,983	(10,765)	89%
414000 · ED Conferences	24,800	0	15,627	(9,173)	63%
415000 · City Services	410,376	181,328	362,657	(47,719)	88%
415331 · Annual Report	1,200	0	375	(825)	31%
420000 · Industrial Park Ops & Maint	23,050	586	4,490	(18,560)	19%
432000 · Outside Legal Services	25,000	0	2,386	(22,614)	10%
440000 · Marketing-Chamber of Commerce	325,000	0	156,703	(168,297)	48%
440200 · Business Ret & Exp Prog	16,001	250	14,345	(1,656)	90%
445000 · Promotion (SADC Marketing)	10,225	0	5,300	(4,925)	52%
446000 · Marketing Videos	6,100	0	0	(6,100)	0%
450000 · Business Resource Ctr	43,779	2,896	30,990	(12,789)	71%
452101 · Business Factory	83,873	12,600	54,559	(29,314)	65%
452112 · Project-Martifer-Hirschfeld	1,390,435	0	0	(1,390,435)	0%
452115 · Project-Blue Cross Blue Shield	148,473	37,118	37,118	(111,355)	25%
452119 · Project-Air Service Marketing	62,075	0	62,075	0	100%
452121 · Project-MedHab	796,250	0	0	(796,250)	0%
452124 · Project-DeCoty Coffee	98,289	0	1,387	(96,902)	1%
452125 · Project-Howard College LVN	75,000	0	75,000	0	100%
452131 · Project-Time Clock Plus	336,500	0	326,000	(10,500)	97%
452132 · Project-TGC/GAFB	633,000	0	0	(633,000)	0%
452133 · Project-Phase I Sewer Line	110,000	70,440	70,440	(39,560)	64%
452134 · Project-Principle LED	550,001	0	355,996	(194,005)	65%
452136 · Project-Phase II Sewer Line	100,000	0	4,000	(96,000)	4%
452137 · Project-TXDOT Aside Prog. Grant	100,000	0	0	(100,000)	0%
452138 · Project-CalTech	603,999	0	20,000	(583,999)	3%
452139 · Project-Parkhill	28,000	28,000	28,000	0	100%
452140 · Project-Grant Works	4,000	0	0	(4,000)	0%
452141 · Project-Houston Harte	8,000	0	5,000	(3,000)	63%
452142 · Project-Netco	190,000	0	0	(190,000)	0%
452900 · Project-Future Projects	946,523	0	0	(946,523)	0%
453000 · Capital Purchases	31,612	0	0	(31,612)	0%
Total Expenditures	<u>7,482,959</u>	<u>342,808</u>	<u>1,795,047</u>	<u>(5,687,912)</u>	<u>24%</u>
Revenue Over/(Under) Expenditures	<u>(2,378,462)</u>	<u>(128,929)</u>	<u>3,392,797</u>	<u>5,771,259</u>	

City of San Angelo Development Corporation
Economic Development Projects
As of September 30, 2017

Project	Budget	Current Year Activity	Inception to Date	Remaining Budget
Blue Cross Blue Shield	408,522	37,118	297,167	111,355
DeCoty Coffee	101,835	1,387	4,933	96,902
Howard College LVN Program	150,000	75,000	150,000	0
Martifer-Hirschfeld	3,684,743	0	2,294,308	1,390,435
Air Service Marketing	62,075	62,075	62,075	0
MedHab	797,750	0	1,500	796,250
Time Clock Plus	336,500	326,000	326,000	10,500
TGC/GAFB	633,000	0	0	633,000
Principle LED	550,001	355,996	355,996	194,005
Phase I Sewer Line	110,000	70,440	70,440	39,560
Phase II Sewer Line TGC	100,000	4,000	4,000	96,000
TXDOT Aside Prog. Grant	100,000	0	0	100,000
CalTech	603,999	20,000	20,000	583,999
Parkhill	28,000	28,000	28,000	0
Grant Works	4,000	0	0	4,000
Houston Harte	8,000	5,000	5,000	3,000
Netco	190,000	0	0	190,000
	10,148,891	985,016	3,737,328	4,249,006
Total Committed, Not Expended				4,249,006

City of San Angelo Development Corporation
Balance Sheet - Ballot
As of September 30, 2017

ASSETS

Current Assets

Checking/Savings

101101 · Cash

2,083

103200 · Money Market

1,430,368

Total Checking/Savings

1,432,451

Accounts Receivable

115000 · Sales Tax Receivables

970,970

115201 · Note Receivable

19,800

Total Accounts Receivable

990,770

Other Current Assets

117000 · Investments

2,679,804

Total Other Current Assets

2,679,804

Total Current Assets

5,103,025

TOTAL ASSETS

5,103,025

LIABILITIES & FUND EQUITY

Liabilities

Current Liabilities

201000 · Accounts Payable

4,284,937

Total Current Liabilities

4,284,937

Total Liabilities

4,284,937

Fund Equity

Committed for Ballot Projects

73,625

Assigned for Debt Service

-

Unrestricted Fund Balance

744,463

Total Fund Equity

818,088

TOTAL LIABILITIES & FUND EQUITY

5,103,025

City of San Angelo Development Corporation
Revenue & Expenditure Report - Ballot
September 2017

	<u>Budget</u>	<u>Month Actual</u>	<u>YTD Actual</u>	<u>Over/(Under) Budget</u>	<u>% of Budget</u>
Revenues					
313000 · Income-Sales & Use Tax	5,824,884	535,018	5,863,426	38,542	101%
360000 · Interest on Investments	2,437	2,667	17,221	14,784	707%
380000 · Miscellaneous Income	68,326	0	68,326	0	100%
Total Revenues	<u>5,895,647</u>	<u>537,685</u>	<u>5,948,973</u>	<u>53,326</u>	<u>101%</u>
Expenditures					
415000 · City Services	136,632	60,443	120,886	(15,746)	88%
430000 · Loan/Debt Service	4,967,728	4,694,503	6,942,077	1,974,349	140%
451102 · Project-Sports Facilities Maint	279,758	0	279,758	0	100%
451200 · Project-Affordable Housing	480,073	0	457,399	(22,674)	95%
452123 · Project-W. Tx Water Partnership	80,770	3,528	68,290	(12,480)	85%
452126 · Project-Red Arroyo SW Basin	38,470	0	0	(38,470)	0%
452900 · Project-Future Projects	65,766	0	0	(65,766)	0%
Total Expenditures	<u>6,049,197</u>	<u>4,758,474</u>	<u>7,868,410</u>	<u>1,819,213</u>	<u>130%</u>
Revenue Over/(Under) Expenditures	<u>(153,550)</u>	<u>(4,220,789)</u>	<u>(1,919,437)</u>	<u>(1,765,887)</u>	

City of San Angelo Development Corporation
Projects
As of September 30, 2017

Project	Budget	Current Year Activity	Inception to Date	Remaining Budget
Ballot Projects:				
Water Supply Projects				
West Texas Water Partnership	413,793	68,289	401,312	12,481
Reclaimed Water Alternatives	1,389,965	0	1,389,965	-
Red Arroyo Storm Water Basin	189,510	0	151,040	38,470
Total Expenditures	1,993,268	68,289	1,942,317	50,951
Total Water Supply Projects				50,951
Affordable Housing				
Revenues				
Sale of Fixed Assets - Blackshear Properties	394,351	0	394,351	0
Total Revenues				
Expenditures				
Affordable Housing	2,519,330	457,399	2,496,656	22,674
Administrative Contract	120,405	0	120,405	0
Blackshear Neighborhood Boundary	28,300	0	28,300	0
Blackshear Properties	404,125	0	404,125	0
Neighborhood Blitz	550,000	0	550,000	0
Neighbors Helping Neighbors	53,000	0	53,000	0
Rebuilding Together - Housing One Stop	23,759	0	23,759	0
Rebuilding Together - Housing Repair	74,920	0	74,920	0
Rehabs	114,487	0	114,487	0
Roofing Grant	200,000	0	200,000	0
Total Expenditures	4,088,326	457,399	4,065,653	22,674
Total Affordable Housing				22,674
Other Projects				
Sports Facilities Maintenance	279,758	279,758	279,758	-
Total Expenditures	279,758	279,758	279,758	-
Total Ballot Projects Committed, Not Expended				73,625

Voter Approved Projects:				
Fort Concho Improvements	900,000	900,000	900,000	-
Sports & Athletics Facilities	708,744	708,744	708,744	-
29th Street Sports Complex	1,750,000	1,750,000	1,750,000	-
Total Expenditures	3,358,744	3,358,744	3,358,744	-

Total Voter Approved Projects Committed, Not Expended

-

City of San Angelo Development Corp
Transaction Detail by Account
September 2017

Economic Development

313000 · Income-Sales & Use Tax

Num	Name	Memo	Amount
702	City of San Angelo	Adj July Sales Tax Receivable	6,024.99
703	City of San Angelo	Record Sept Sales Tax Receivable	202,037.44
Total 313000 · Income-Sales & Use Tax			208,062.43

360000 · Interest on Investments

705		Interest on Sec #3130A7CX1	3,456.25
726		Interest for September	140.62
727		MM Interest for September	1,033.34
Total 360000 · Interest on Investments			4,630.21

363101 · Lease Income

363107 · Chamber of Commerce

711		Fourth Qtr rent from SA Chamber of Commerce	322.72
Total 363107 · Chamber of Commerce			322.72

Total 363101 · Lease Income

322.72

363109 · Lease Income - Business Factory

706	Gill Fine Arts, Inc.	Rent for the month of Oct	4.58
707	Earth Partners, LP	Rent for the month of Oct	301.96
708	West Texas Beacon	Rent for the month of Oct	243.92
709	OdomRD, Dietian Consultant	Rent for the month of Oct	313.16
Total 363109 · Lease Income - Business Factory			863.62

410000 · Administrative

410335 · Admin-Technology Capital

4045	City of San Angelo (COSA)	Aug. P-Card Charges	(189.98)
Total 410335 · Admin-Technology Capital			(189.98)

410530 · Admin-Communication

4032	Suddenlink	Acc. #100001-8615-721194301	(29.50)
714		Accrue COSA HTE Reimbursement	(1,674.04)
Total 410530 · Admin-Communication			(1,703.54)

410531 · Admin-Cell Phone

714		Accrue COSA HTE Reimbursement	(1,041.66)
Total 410531 · Admin-Cell Phone			(1,041.66)

410580 · Admin-Travel & Lodging

714		Accrue COSA HTE Reimbursement	(2,005.67)
Total 410580 · Admin-Travel & Lodging			(2,005.67)

410590 · Admin-Training

4045	City of San Angelo (COSA)	Aug. P-Card Charges	(255.00)
4045	City of San Angelo (COSA)	Aug. P-Card Charges	(79.00)
4046	TEDC	Inv 6925 registration fee E. Carrasco	(175.00)
Total 410590 · Admin-Training			(509.00)

410605 · Admin-Public Notices

4037	San Angelo Standard Times	Order #1725984	(194.00)
4037	San Angelo Standard Times	Order #1693292	(412.25)
729		Accrue Ad ID #17772089	(708.89)
Total 410605 · Admin-Public Notices			(1,315.14)

410610 · Admin-Office Supplies

4038	CTWP	Inv 895325	(552.44)
4045	City of San Angelo (COSA)	Aug. P-Card Charges	(17.60)
714		Accrue COSA HTE Reimbursement	(789.00)
Total 410610 · Admin-Office Supplies			(1,359.04)

410614 · Admin-Postage

714		Accrue COSA HTE Reimbursement	(125.98)
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City of San Angelo Development Corp
Transaction Detail by Account
September 2017

	Num	Name	Memo	Amount
Total 410614 - Admin-Postage				(125.98)
410630 - Admin-Food				
	718		Accrue FY17 Coffee Set ups	(240.00)
Total 410630 - Admin-Food				(240.00)
Total 410000 - Administrative				(8,490.01)
412000 - Partner Affiliations				
412020 - ACT Work Ready Comm				
	716		Accrue Advertisement Expense	(650.00)
	717		Accrue Inv #ACT-0168-0147-0156	(450.00)
Total 412020 - ACT Work Ready Comm				(1,100.00)
Total 412000 - Partner Affiliations				(1,100.00)
415000 - City Services				
415310 - COSA-Legal Services				
	712		Accrue FY17 Staff Services	(181,328.25)
Total 415310 - COSA-Legal Services				(181,328.25)
Total 415000 - City Services				(181,328.25)
420000 - Industrial Park Ops & Maint				
420411 - Ind Park-Water/Sewer Utilities				
	4039	City of San Angelo Utility Billing	Acc 118947-187774 8/1 - 8/31	(29.20)
	4039	City of San Angelo Utility Billing	Acc 118947-187772 7/30 - 8/31	(23.88)
	4039	City of San Angelo Utility Billing	Acc 118947-187770 7/31 - 8/31	(23.88)
Total 420411 - Ind Park-Water/Sewer Utilities				(76.96)
420413 - Ind Park-Electricity				
	4041	Liberty Power	Acc 95329064-832 8/3 - 9/1	(46.72)
Total 420413 - Ind Park-Electricity				(46.72)
420000 - Industrial Park Ops & Maint - Other				
	715		Accrue Inv 1351 J&R Silva	(264.00)
	715		Accrue Inv 1361 J&R Silva	(198.00)
Total 420000 - Industrial Park Ops & Maint - Other				(462.00)
Total 420000 - Industrial Park Ops & Maint				(585.68)
440200 - Business Ret & Exp Prog				
	4028	Fiddle Fire Catering	Inv 1314	(250.00)
Total 440200 - Business Ret & Exp Prog				(250.00)
450000 - Business Resource Ctr				
450010 - BRC-Water/Sewer Utilities				
	4031	City of San Angelo (COSA)	Acc #186765-50710 7/28 - 8/30	(11.25)
	4031	City of San Angelo (COSA)	Acc #171939-179340 7/28 - 8/29	(83.73)
Total 450010 - BRC-Water/Sewer Utilities				(94.98)
450011 - BRC-Electricity				
	4044	Liberty Power	PO11 Acc #07502869-290 08/10 to 09/11	(932.52)
Total 450011 - BRC-Electricity				(932.52)
450012 - BRC-Gas Utilities				
	4040	Atmos Energy	Acc 3036648466 8/4 - 9/6	(40.08)
Total 450012 - BRC-Gas Utilities				(40.08)
450013 - BRC-Trash Utilities				
	4030	Republic Services, Inc	Inv 0691-000746095	(52.54)
Total 450013 - BRC-Trash Utilities				(52.54)

City of San Angelo Development Corp
Transaction Detail by Account
September 2017

	Num	Name	Memo	Amount
450000 · Business Resource Ctr - Other				
	4029	Protection 1 Alarm Monitoring Inc.	Inv 118175415	(93.71)
	4035	Dirt Doctor of San Angelo	Inv 2946	(543.75)
	4036	Clare's Heating & Air Conditioning	Inv 3238	(482.94)
	4045	City of San Angelo (COSA)	Aug. P-Card Charges	(173.40)
	4048	House of Chemicals Inc	PO16 Inv 548908	(79.65)
	4048	House of Chemicals Inc	PO16 Credit Memo 548944	32.34
	4048	House of Chemicals Inc	PO16 Inv 548999	(18.60)
	4049	Angelo Water Service	Acc 7005	(33.38)
	715		Accrue Inv 1362 J&R Silva	(382.50)
Total 450000 · Business Resource Ctr - Other				<u>(1,775.59)</u>
Total 450000 · Business Resource Ctr				(2,895.71)
452101 · Business Factory				
	4026	Moontime LLC	Inv 7	(1,800.00)
	4026	Moontime LLC	Inv 8	(220.00)
	4027	Longhorn Coffee Company	Inv 1	(1,217.81)
	4029	Protection 1 Alarm Monitoring Inc.	Inv 118175415	(31.23)
	4030	Republic Services, Inc	Inv 0691-000746095	(17.51)
	4031	City of San Angelo (COSA)	Acc #186765-50710 7/28 - 8/30	(3.75)
	4031	City of San Angelo (COSA)	Acc #171939-179340 7/28 - 8/29	(27.91)
	4032	Suddenlink	Acc. #100001-8615-721194301	(9.83)
	4033	Canon Financial Services, Inc.	Inv 17628906	(34.41)
	4034	CVCED	Suddenlink Draft Pmt from Aug. 11th	(464.38)
	4035	Dirt Doctor of San Angelo	Inv 2946	(181.25)
	4036	Clare's Heating & Air Conditioning	Inv 3238	(160.97)
	4040	Atmos Energy	Acc 3036648466 8/4 - 9/6	(13.35)
	4043	HR Onboarding Solutions	FY17 BP 1st Place Award	(7,773.23)
	4044	Liberty Power	PO11 Acc #07502869-290 08/10 to 09/11	(310.84)
	4047	Canon Financial Services, Inc.	Inv 17735842	(172.84)
	4048	House of Chemicals Inc	PO16 Inv 548908	(26.55)
	4048	House of Chemicals Inc	PO16 Credit Memo 548944	10.78
	4048	House of Chemicals Inc	PO16 Inv 548999	(6.20)
	4049	Angelo Water Service	Acc 7005	(11.12)
	715		Accrue Inv 1362 J&R Silva	(127.50)
Total 452101 · Business Factory				<u>(12,599.90)</u>
452115 · Project-Blue Cross Blue Shield				
	4042	Blue Cross Blue Shield	2016 Annual Incentive Payment	(37,118.00)
	4042	Blue Cross Blue Shield	Annual Incentive Payment	-
Total 452115 · Project-Blue Cross Blue Shield				<u>(37,118.00)</u>
452133 · Project-Phase I Sewer Extension				
	728		Accrue Inv 47535	(70,439.97)
Total 452133 · Project-Phase I Sewer Extension				<u>(70,439.97)</u>
452139 · Project-Parkhill				
	713		Accrue Inv 01940617.00-2	(24,386.84)
	713		Accrue Inv 01940617.00-1	(3,613.16)
Total 452139 · Project-Parkhill				<u>(28,000.00)</u>
TOTAL				<u><u>(128,928.54)</u></u>

City of San Angelo Development Corp
Transaction Detail by Account
September 2017

Ballot

	Num	Name	Memo	Amount
313000 · Income-Sales & Use Tax				
	218	City of San Angelo	Adj July Sales Tax Receivable	15,492.83
	219	City of San Angelo	Record Sept. Sales Tax Receivable	<u>519,524.84</u>
Total 313000 · Income-Sales & Use Tax				535,017.67
360000 · Interest on Investments				
	220		Interest on Note Receivable from ZP Kirby Park	50.00
	221		Interest on Sec #3130A7CX1	918.75
	222		Interest on Note Receivable from ZP Kirby Park	50.00
	229		Interest for September	220.96
	230		MM Interest for September	<u>1,426.99</u>
Total 360000 · Interest on Investments				2,666.70
415000 · City Services				
415310 · COSA-Legal Services				
	223		Accrue FY17 Staff Services	<u>(60,442.75)</u>
Total 415310 · COSA-Legal Services				<u>(60,442.75)</u>
Total 415000 · City Services				(60,442.75)
430000 · Loan/Debt Service				
	1473	City of San Angelo (COSA)	Inv 47765	(473,536.60)
	224		Accrue FY17 Debt Service Expense	(1,831,217.00)
	226		Accrue FY17 Debt Service Expense 2012GO	<u>(2,389,749.44)</u>
Total 430000 · Loan/Debt Service				(4,694,503.04)
452123 · Project-W. Tx Water Partnership				
	225		Accrue FY17 W. TX Water Partnership Expense	(3,218.33)
	231		Accrue Reimbursement Pmt	<u>(309.33)</u>
Total 452123 · Project-W. Tx Water Partnership				<u>(3,527.66)</u>
TOTAL				<u><u>(4,220,789.08)</u></u>

THE CITY OF SAN ANGELO, TEXAS

Schedule of Revenues and Expenditures

Fiscal Year through September 30, 2017

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

	Dept	Current Budget	Month Actual	YTD W/Enc	Over/(Under) Budget	Previous Years Activity	Inception to Date
*Beginning Fund Balance		1,334,488		1,334,488			
REVENUES:							
C.O. Proceeds		-	-	-	-	13,780,000	13,780,000
Municipal Pool Donation		-	-	-	-	21,225	21,225
SASSRA Stock Barn		-	-	-	-	157,722	157,722
Transfer from Dev. Corp.		-	-	-	-	4,220,000	4,220,000
Interest Income		-	2,944	9,660	9,660	140,657	150,317
Total Revenues		-	2,944	9,660	9,660	18,319,604	18,329,264
EXPENDITURES:							
Airport Terminal Rehab	3925	-	-	-	-	500,000	500,000
Concho River	4119	312,326	2,090	(12,494)	(324,820)	8,287,675	8,275,181
Parks	6000	602,005	4,944	16,471	(585,534)	322,994	339,465
Red Arroyo Trail	6040	-	-	-	-	325,000	325,000
Recreation	6100	77,026	-	2,023	(75,003)	2,595,794	2,597,817
Fort Concho Improvements	6301	90,000	1,803	88,197	(1,803)	10,000	98,197
Auditorium	6602	231,773	-	231,773	-	3,518,228	3,750,001
Fairgrounds	6636	-	-	-	-	1,157,722	1,157,722
Issue Costs	9900	-	-	-	-	260,363	260,363
Contingencies	9900	-	-	-	-	-	-
Total Expenditures		1,313,130	8,837	325,970	(987,160)	16,977,776	17,303,746
Revenue Over/(Under) Expenditures		(1,313,130)	(5,893)	(316,310)			
Ending Fund Balance		21,358		1,018,178			

THE CITY OF SAN ANGELO, TEXAS
Schedule of Revenues and Expenditures
Fiscal Year through September 30, 2017

Hickory Water Supply - Fund 516

	Dept	Current Budget	Month Actual	YTD W/Enc	Over/(Under) Budget	Previous Years Activity	Inception to Date
Beginning Fund Balance		2,604,589		2,604,589			
REVENUES:							
Interest Income		-	7,232	20,002	20,002	500,566	520,568
C.O. Proceeds		1,644,590	-	978,038	(666,552)	118,355,409	119,333,447
Total Revenues		<u>1,644,590</u>	<u>7,232</u>	<u>998,040</u>	<u>(646,550)</u>	<u>118,855,975</u>	<u>119,854,015</u>
EXPENDITURES:							
Easements/Property Damage	4150	419,826	-	-	(419,826)	106,865	106,865
Engineering	4157	210,961	-	210,959	(2)	16,629,040	16,839,999
Well Field Pipelines	4152	3,083	-	-	(3,083)	3,026,918	3,026,918
30 " Transmission Main	4153	428,978	-	-	(428,978)	38,681,022	38,681,022
Well Field Pumps	4154	21,961	-	-	(21,961)	12,831,038	12,831,038
Well Field Pump Station	4155	1,382,861	-	-	(1,382,861)	1,617,139	1,617,139
Well Field Expansion	4158	1,102,677	-	687,398	(415,279)	6,468,888	7,156,286
Treatment Plant	4156	1	-	(10)	(11)	27,132,194	27,132,184
Well Field Expansion #2	4159	178,269	-	54,221	(124,048)	9,586,031	9,640,252
Issue Costs	9900	-	-	-	-	172,251	172,251
Total Expenditures		<u>3,748,617</u>	<u>-</u>	<u>952,568</u>	<u>(2,796,049)</u>	<u>116,251,386</u>	<u>117,203,954</u>
Revenue Over/(Under) Expenditures		<u>(2,104,027)</u>	<u>7,232</u>	<u>45,472</u>			
Ending Fund Balance		<u>500,562</u>		<u>2,650,061</u>			

	<u>Revenues</u>
Previous Years Activity	118,855,975.00
Current Year Budget	1,644,590.00
Less Interest Earned	(500,566.00)
TOTAL	<u>120,000,000.00</u>

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Update regarding the 2017 Ports to Plains Alliance Annual meeting held in Lubbock September 12th-14th, 2017.
(Presentation by Mayor Brenda Gunter and COSADC Director John Bariou)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attached is 2017 Ports to Plains Agenda

Attachments:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | 2017 Ports to Plains Agenda | 2017 Ports to Plains Agenda.pdf |
|----|-----------------------------|---------------------------------|

Presentation:

Roland Pena

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



Celebrating 20 Years of Milestones... and more Future Miles
20th Annual Ports-to-Plains Alliance Conference
Lubbock, TX
FINAL AGENDA

TUESDAY, SEPTEMBER 12

5:30 pm	RECEPTION AT OVERTON HOTEL WELCOME FROM HOST COMMUNITY
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WEDNESDAY, SEPTEMBER 13

7:30 am – 5:00 PM	REGISTRATION
8:00 AM	BREAKFAST
8:30 AM	WELCOME Chairman's Welcoming Remarks Ports-to-Plains General Presentation Michael Reeves, President, Ports-to-Plains Alliance
9:00 AM	FUTURE MILES: 13 WAYS TO KILL YOUR COMMUNITY Doug uses a straight-shooting, no-punches-pulled approach to show how attitude is the biggest factor – and roadblock – to building a successful community. Using his vast experience talking with municipal and community leaders from across North America, Doug uses a mix of frightening examples and humorous stories to help you find answers to questions that have hindered your community as it tries to reach its full potential. Doug Griffiths, Community Builder and President, 13 Ways Inc. (confirmed)

10:00 AM	NETWORKING BREAK
10:30 AM	FREIGHT MILES FLOW THROUGH THE PORTS-TO-PLAINS REGION With small populations and large productivity, our region relies on moving large amounts of goods to markets near and far. This session will discuss how freight flows throughout our region, and how the Texas Department of Transportation is planning to meet the growing needs. Caroline Mays, Director (confirmed) Freight and International Trade Section, Texas Department of Transportation
11:15 AM	CREATING MORE MILESTONES THROUGH THE LEGISLATIVE PROCESS State Legislators outline legislative efforts to improve transportation in general and the Ports-to-Plains Corridor. Dustin Burrows, TX State Representative, District 83 (confirmed) Charles Perry, TX State Senator, District 28 (confirmed) John Frullo, TX State Representative, District 84 (confirmed)
12:00 pm	LUNCH KEYNOTE: MAKING THE MILES BENEFICIAL Impact Of Corridor Development To Communities Dr. Ray Perryman (confirmed)
1:30 pm	ADVOCATING NEW FEDERAL MILESTONES Federal Transportation Situation Jack Schenendorf, Covington & Burling (confirmed)
2:00 pm	CONTINUING INTERNATIONAL TRADE MILESTONES IMPORTANCE OF NAFTA TO OUR REGION'S ECONOMY Henry Wells, Senior Political & Economic Relations Officer, Consulate General of Canada (confirmed) Gitane De Silva, Senior Alberta Representative to the United States (confirmed)
2:30 pm	NETWORKING BREAK
3:00 pm	BEGINNING AT MILE ONE! The founders of Ports-to-Plains discuss their vision for the project, how they overcame obstacles, and their advice for future success. Moderator: Tom Martin, Former Mayor of Lubbock, TX and Former Vice Chairman of the Board of Directors of the Ports-to-Plains Alliance (confirmed) Panel: Robert Duncan, Former Texas State Senator and Current Chancellor at Texas Tech University (confirmed) Tommy Gonzalez, Former Assistant City Manager of Lubbock, TX and Current City Manager at City of El Paso, TX (confirmed) Randy Neugebauer, Former Member of the U.S. House of Representatives and Founding Chair of Ports-to-Plains (confirmed)
5:30 pm	RECEPTION AT TEXAS TECH UNIVERSITY STADIUM CLUB West Side of the Jones AT&T Stadium 2526 Mac Davis Lane - West Club Level

THURSDAY, SEPTEMBER 14

8:00 am	<i>BREAKFAST</i>
9:00 am	<i>PLANNING AND IMPLEMENTING MILESTONES</i> Marc Williams, Deputy Executive Director, Texas Department of Transportation (confirmed)
9:45 am	<i>EFFORTS TO CREATE A MAJOR MILESTONE</i> Interstate 27 Extension Efforts Dan Pope, Mayor, City of Lubbock (confirmed) Ginger Nelson, Mayor, City of Amarillo (confirmed) Brenda Gunter, Mayor, City of San Angelo (confirmed) Larry McLellan, Mayor, City of Big Spring (confirmed)
10:30 am	<i>NETWORKING BREAK</i>
11:00 am	<i>PARTNERS SHARING MILESTONES</i> Eastern Alberta Trade Corridor Jay Slemph, Chairman, Eastern Alberta Trade Corridor Coalition (confirmed) Heartland Expressway Lane Danielzuk, Chairman, Heartland Expressway Association Theodore Roosevelt Expressway Cal Klewin, Executive Director, Theodore Roosevelt Expressway Association
11:45 am	<i>CONFERENCE CONCLUDES</i>

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Consider approving a resolution authorizing the use of Sales and Use Tax Funds in a sum not to exceed \$168,000, in support of establishing a Construction Trades Program at Howard College to be partially funded under a Texas Workforce Commission High Demand Skills Development Grant, a project authorized under Chapter 501 of the Texas Development Corporation Act (Presentation by Roland Peña, Economic Development Director)

Summary/History:

This item seeks approval of a resolution in support of Howard College for the completion of funding for a new Construction trades program. COSADC, Howard College, and the Concho Valley Workforce Development Board (CVWDB) are in the process of applying for a High Demand Skills Development Grant similar to that received for the LVN-RN Program.

This funding will provide community matching funds required in the amount of \$167,769 from COSADC and \$100,000 will be matched by the Texas Workforce Commission directly to the Concho Valley Workforce Development Board for the grant. The combined funds are critical to finalize the funds needed to buy equipment, hire instructors and launch the program.

Howard College, Texas Workforce Commission and the San Angelo Home Builders Association have identified a critical need for a training program covering the construction trades. Phase 1 of this Construction trades program will introduce, train and promote all the general skills needed to build a complete house. Additionally, the follow on Phase 2 & 3 efforts in 2018-2019 are planned to add welding and craftsman buildings and components to the program.

To date approximately \$500,000 has been raised through private funding by the Home Builders Association of San Angelo, local businesses and the Health Foundation. These funds will be used for construction of the needed facilities to house the program. However, the Skilled construction workers are a critical shortage in the local area, with Hurricane Harvey impacts to the Houston area exacerbating the issues. By summer 2016, there were an estimated 1,600 positions associated with construction companies and their support subcontractors in skilled trades across the construction spectrum in Tom Green County not filled and growing worse. This is being caused by an aging workforce, low replacement numbers (estimated 1 person for every 3 retiring), and a high 20% exodus rate (from Texas Association of Builders "Texas' Skilled Worker Shortage Post-Hurricane Harvey"). Hurricane Harvey's impact to the Houston area further aggravates the shortages for years to come as it pulls workers from the local area into Houston. Current labor market information shows most construction-related jobs are in high demand with increasing requirements through 2021. Additionally, CVWDB's remaining 12 rural counties for the most part do not have general construction skills locally available to help grow infrastructure, thus stagnating their economies.

According to the Texas Association of Builders, 52%-plus home builders are experiencing labor shortages which slow builders' completion of projects and impact their budgets. From the Texas Association of Builders "Texas' Skilled Worker Shortage Post-Hurricane Harvey" article, research has shown that:

- "For every three tradesmen who retire, only one skilled person enters the workforce...,

- “According to the Bureau of Labor statistics, more than one-third of tradesmen are over the age of 50, and the average age of skilled craftsmen (plumber, carpenter, electrician, stone mason) is 60, and
- 20 percent of the skilled workers have left the construction industry in the last five years.

Of note, before Hurricane Harvey hit, the demand for craft professionals through 2020 totaled over 500,000, but with the 30,000 destroyed homes and 135,000 homes needing repair caused by the hurricane, the shortages are further exacerbated. Additionally, low housing inventories (3.3 months’ supply through 2016 according to TX Association of Realtors) coupled with significant rise in Texas residents (July 2015 – July 2016) caused by phenomenal growth in Texas business and industry, places a long-term high demand for construction trades.

Financial Impact:

\$168,000; Budget Amendment required from COSADC Acct #452-900 Future Projects to a new Project Account

Other Information/Recommendation:

Attachments:

1. Resolution A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION v2.pdf

Presentation:

Roland Pena

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION, AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN A SUM NOT TO EXCEED \$168,000, IN SUPPORT OF ESTABLISHING A CONSTRUCTION TRADES PROGRAM AT HOWARD COLLEGE TO BE PARTIALLY FUNDED UNDER A TEXAS WORKFORCE COMMISSION HIGH DEMAND SKILLS DEVELOPMENT GRANT, A PROJECT AUTHORIZED UNDER CHAPTER 501 OF THE TEXAS DEVELOPMENT CORPORATION ACT

WHEREAS, skilled construction workers are in critical shortage in Tom Green County and by summer 2016, an estimated 1,600 positions associated in skilled trades across the construction spectrum in Tom Green County were unfilled, and that number is growing due to continuing attrition coupled with the lack of career development programs to replenish the local construction trades workforce;

WHEREAS, according to the Texas Association of Builders, over 52% of home builders are experiencing labor shortages which slow home builders' completion of projects, and,

WHEREAS Howard College proposes a Construction Trades Program at San Angelo to provide career training for enhancement of the local construction trades workforce, for which Howard College and the Concho Valley Workforce Development Board seek a High Demand Skills Development Grant from the Texas Workforce Commission (TWC), which grant award will require local matching funds; and,

WHEREAS, the TWC High Demand Training Grant is an opportunity for local community stakeholders such as; Howard College of San Angelo, the Concho Valley Workforce Development Board, the San Angelo Home Builders Association, San Angelo Health Foundation, and City of San Angelo Development Corporation to come together to enhance the local construction trade workforce in response to industry need, and

WHEREAS, the City of San Angelo Development Corporation is Type 4B Development Corporation authorized to utilize half cent sales and use tax funds for career centers such as the proposed Construction Trades Program at Howard College, including necessary physical improvements and related expenditures, for a self-sustaining Construction Trades Program ("Project"); and, finds that partial funding in a sum not to exceed \$168,000, contingent upon award of the TWC High Demand Skills Development Grant to Howard College and the Concho Valley Workforce Development Board, is required or suitable for the Project purposes; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

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

The City of San Angelo Development Corporation offers this Resolution in support of: City Council approval of the use of sales and use tax funds in an amount not to exceed \$168,000, in support of a Project for a self-sustaining Construction Trades Program at Howard College, to include such physical improvements and expenditures as required, to be funded in part with a High Demand Skills Development

Grant from the Texas Workforce Commission the award of which will require local matching funds (the "Project), Approval of the Project is contingent upon award of the TWC High Demand Skills Development Grant to Howard College and the Concho Valley Workforce Development Board, in support of the Howard College Construction Trades Program. It is hereby further directed: that staff cause notice of the Project to be published as required under the Act; and that the Board hold a public hearing on the Project prior to expenditure of Project funds.

PASSED, APPROVED, and ADOPTED on this the 25th day of October, 2017.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: _____
Edward Carrasco, President

ATTEST:

By: _____
Bryan Kendrick, Corporation Secretary

Requestor: Roland Pena, Economic Development Director, COSADC, 325.653.7197

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Consider a Resolution authorizing the use of Sales and Use Tax Funds for expansion of the training mission of Goodfellow Air Force Base, a project authorized for Type 4B Development Corporations under Texas Local Government Code, Section 501.104 relating to certain military bases or missions and authorizing the Board President to negotiate and execute an MOU with Tom Green County and Goodfellow Air Force Base on behalf of the Corporation and such other legal documents necessary to the project. (Presentation by Roland Peña, Economic Development Director)

Summary/History:

This item authorizes the Board to approve a Project and authorizes a Memorandum of Understanding (MOU) with Tom Green County (TGC) and Goodfellow Air Force Base (GAFB) to provide matching funds as part of the local contribution requirement under the Defense Economic Adjustment Assistance Grant. Tom Green County will act as the fiscal agent and administrator of the grant if awarded.

The funding will allow GAFB to expand the mission of intelligence training at the base which will require renovations to approximately 24,000 square feet in two facilities that creates additional highly classified classrooms; provides support space for instructors and a psychologist; provides increased dining facility seating to support an additional 150 person. The total costs for the Project are estimated at \$8.8 million.

The Project has the potential to attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City, and is considered an authorized Project under Section 501.104 of Chapter 501 of the Development Corporation Act. Therefore, the use of sales and use tax funds for this type of a project is authorized by statute.

On August 23, 2017, the COSADC Board approved the allocation in the amount up to \$1.5 Million for Project in accordance with the discussion in executive session. The motion carried unanimously four (4) ayes to zero (0) nays.

The COSADC match is contingent on Tom Green County being awarded the Defense Economic Adjustment Assistance Grant (DEAAG). This is the second time, COSADC partners with Goodfellow AFB, Tom Green County, and the Chamber of Commerce in applying for a Texas Governor's Grant.

Last January 27th, 2016 the COSADC Board approved an agenda item that allowed staff to negotiate and execute an economic development performance agreement between COSADC and Goodfellow and the allocation in the amount up to \$760,000. The motion carried unanimously five (5) ayes to zero (0) nays. Tom Green County received \$2,042,000 in DEAAG funds in 2016.

The MOU agreement with Tom Green County was ultimately executed May 25, 2016 for an amount of \$633,000 County for the renovation of two GAFB buildings to be used as a training center and collaboration center and the purchase of technology hardware required for instruction. That project allowed students from 32 countries to attend intelligence

training; is near completion any day.

Financial Impact:

\$1.5 Million from future funds.

Other Information/Recommendation:

Attachments:

- 1. Resolution 17-XXX_COSADC_GAFB_PROJECT_RESO_MERGED.pdf

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING THE USE OF SALES AND USE TAX FUNDS FOR EXPANSION OF THE TRAINING MISSION OF GOODFELLOW AIR FORCE BASE, A PROJECT AUTHORIZED FOR TYPE 4B DEVELOPMENT CORPORATIONS UNDER TEXAS LOCAL GOVERNMENT CODE, SECTION 501.104 RELATING TO CERTAIN MILITARY BASES OR MISSIONS AND AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE AN MOU WITH TOM GREEN COUNTY AND GOODFELLOW AIR FORCE BASE ON BEHALF OF THE CORPORATION AND SUCH OTHER LEGAL DOCUMENTS NECESSARY TO THE PROJECT.

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

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

WHEREAS, GAFB desires to expand the intelligence training mission of the base which will require renovation of two facilities that will allow consolidation of special instruments training and expansion of the Intel training mission; and increase the dining facility capacity by 150 seats (hereinafter “Project”); and,

WHEREAS, TGC has applied for and awaiting the award of a Defense Economic Adjustment Assistance Grant (hereinafter the Application and Grant are collectively referred to as the “Grant”) from the Office of the Governor, Texas Military Preparedness Commission, to provide state funding for the project, which funding requires local matching funds; and,

WHEREAS, the City of San Angelo Development Corporation (“COSADC”) is Type 4 B Development Corporation under the Texas Development Corporation Act (the “Act”) authorized to utilize half cent sales and use tax funds for Projects relating to certain Military Bases or Missions that create or retain primary jobs and that may include the development of facilities, improvements, acquisition, buildings, or expenditures found by the board of directors to be required or suitable for attracting new military missions to a military base in active use, and;

WHEREAS, TGC and COSADC recognize the strategic priority and role that they can play to support our nation’s security efforts through local support of the base in the form of application for the Grant and provision for matching funds necessary to secure the Grant; and,

WHEREAS the COSADC Board of Directors has determined that the Project will attract new military missions to GAFB and result in additional active duty and civilian primary jobs having a positive impact on the economy of TGC and City, and is thereby an authorized Project under Section 501.104 of Chapter 501 of the Development Corporation Act (hereinafter the ‘Act’); and,

WHEREAS, on October 25, 2017, the board of directors of COSADC determined that the Project and provision of funding for a portion of matching funds required as stated in the MOU are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and funding serve the public purposes set forth in the Act.

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

The City of San Angelo Development Corporation offers this Resolution in support of: City Council approval of the use of sales and use tax funds for a Project for expansion of the training mission of Goodfellow Air Force Base (GAFB) requiring renovation of two facilities for consolidation of special instruments training and expansion of the Intel training mission, increase in dining facility capacity, and retention or creation of primary jobs, by providing local matching funds in an amount not to exceed \$1,500,000, as required under the Defense Economic Adjustment Assistance Grant in the sum of \$4,550,000, and contingent upon the award of Grant to Tom Green County. It is hereby further directed: that the President negotiate and execute an MOU with TGC and GAFB on behalf of the Corporation and such other legal documents necessary to the Project; that staff cause notice of the Project to be published as required under the Act; and that the Board hold a public hearing on the Project.

PASSED, APPROVED, and ADOPTED on this the 25th day of October, 2017.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: _____
Edward Carrasco, President

ATTEST:

By: _____
Bryan Kendrick, Corporation Secretary

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Consider adoption of a resolution authorizing the use of sales and use tax proceeds for a Project authorized under the Texas Local Government Code, Chapter 505, for economic development promotional purposes, sponsoring the 2018 San Angelo Business Plan Competition; authorizing the Board President to negotiate and execute an advertising services agreement with McLaughlin Advertising, not to exceed \$5,000 for advertising services therefore; and recommending ratification by City Council. (Presentation by Nora Nevarez, Executive Office Coordinator)

Summary/History:

This item seeks authorization for the approval of an agreement with McLaughlin Advertising for the purposes of promoting the San Angelo Business Plan Competition and the expenditure of \$5,000. COSADC funds the San Angelo Business Plan Competition and the promotion will be to create interest in applying for the competition and announcement of winners. The Competition Coordinators are: The Business Factory, ASU Small Business Development Center (SBDC), and ASU College of Business (COB). The Competition Coordinators and additional committee members have utilized McLaughlin Advertising for the past two years and wanted to use the advertising company again this year because of the success of program and the securing of the in-kind prizes of which McLaughlin is credited with.

The SBDC serves as the coordinator of the Business Plan Competition.

The Business Plan Competition 2018 is an opportunity for entrepreneurs to develop viable business plans that will create new ventures or expand existing businesses in San Angelo. The competition is a three-phase business plan competition with cash prizes and in-kind prizes donated by local businesses. A Judging Panel will be assembled from a pool of successful entrepreneurs, business leaders, financial professionals, and other economic development supporters in San Angelo. The Competition Coordinators and the Judging Panel are considered the "Competition Officials." (Presentation by Nora Nevarez, Executive Office Coordinator)

Financial Impact:

Not to exceed \$5,000.

Other Information/Recommendation:

Attachments:

1. Resolution COSADC_MCLAUGHLIN_2018_BUS_PLAN_COMP_RESO.pdf

Presentation:

Roland Pena

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Theresa James	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING THE USE OF SALES AND USE TAX PROCEEDS FOR A PROJECT AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 505, FOR ECONOMIC DEVELOPMENT PROMOTIONAL PURPOSES, SPONSORING THE 2018 SAN ANGELO BUSINESS PLAN COMPETITION AND AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE AN ADVERTISING SERVICES AGREEMENT WITH MCLAUGHLIN ADVERTISING, NOT TO EXCEED \$5,000 FOR ADVERTISING SERVICES THEREFORE.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Development Corporation Act (Chapter 505 of the Texas Local Government Code), that authorizes expending up to but not more than ten percent (10%) of corporate revenues for economic development promotional purposes, and

WHEREAS, the City of San Angelo Development Corporation (COSADC) desires to sponsor the 2018 San Angelo Business Plan Competition (the "Project") and contract for advertising agency services to promote the competition (the "Services"); and,

WHEREAS, the City of San Angelo Development Corporation desires to contract with Stephen McLaughlin, dba McLaughlin Advertising for the Services subject to the terms and conditions to be set forth in an advertising agency agreement between COSADC and McLaughlin Advertising, and

WHEREAS, at least sixty (60) days prior to undertaking the Project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

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

The City of San Angelo Development Corporation Board of Directors offers this Resolution in support of City Council approval of the use of sales and use tax proceeds for a Project sponsoring the 2018 San Angelo Business Plan Competition for economic development promotional purposes and authorizing the negotiation and execution of an advertising services agreement with Stephen McLaughlin, dba McLaughlin Advertising., in an amount not to exceed \$5,000, to promote the Project;.

PASSED, APPROVED, and ADOPTED on this the 25th day of October, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carrasco, Corporation President

By: _____
Bryan Kendrick, Corporate Secretary

APPROVED FOR CONTENT

Roland Peña, Director of Economic Development

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED FOR CONTENT

Roland Peña ,
Director of Economic Development

Report to Board



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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Consider approving the COSADC – City of San Angelo Agreement for Provision of Administrative Services for FY2018 in the amount of \$578,088 and subsequent years of FY2019 and FY2020 as annual budgets are approved by the Board, recommending ratification by City Council and authorizing the Board President to execute the agreement in substantially the same form as the attached. (Presentation by Roland Peña, Economic Development Director)

Summary/History:

This request seeks approval from the City of San Angelo Development Corporation (COSADC) Board to authorize the Board President to negotiate and execute a contract for staff services for the FY2018 and future fiscal years of 2019-2020. Please note that this contract also includes services. Performance measures for all departments are contained in Exhibit "A" of the attached contract.

Financial Impact:

\$578,088 for FY2017. Subsequent years are subject to Board approval of budget amounts not known at this time.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. City Staff Services Agreement COSADC_CITY_ADMIN_SVCS_AGREE_2017-2018_RP_FINAL.docx

Presentation:

Roland Pena

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

SAN ANGELO DEVELOPMENT CORPORATION AND CITY OF SAN ANGELO
AGREEMENT FOR PROVISION OF ADMINISTRATIVE SERVICES

This Agreement (“Agreement”) is entered into this 29th day of September 2017 by and between the CITY of San Angelo, a Texas home-rule municipal corporation (“CITY”) and the City of San Angelo Development Corporation, a type 4 B development corporation organized pursuant to the Texas Development Corporation Act (“COSADC”), effective 1st day of October, 2017, the Effective Date.

RECITALS

A. COSADC is required by law to contract with CITY for the provision of administrative services (“Services”).

B. CITY is authorized by law to provide Services to COSADC utilizing municipal personnel.

C. COSADC wishes to engage Services of CITY, and CITY wishes to perform Services for COSADC, under the terms and conditions set forth herein (“Agreement”).

D. On October 25, 2017, COSADC approved this Agreement between COSADC and CITY and authorized the President of COSADC to execute a contract, under the terms and conditions set forth herein.

E. On November 7, 2017, the CITY Council ratified approval of this Agreement given by the Board of Directors of COSADC and authorized its execution for CITY.

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

Article 1.

Term

This Agreement shall commence on the Effective Date and automatically renew annually effective on the first day of October of each fiscal year, terminating on September 30, 2020, unless earlier terminated in accordance with Article 6 herein.

Article 2.

Scope of Services

- A. CITY agrees the CITY's Economic Development Department Staff will administer COSADC's authorized projects by performing Services for COSADC, as set out in **Exhibit "A"** attached hereto and incorporated herein for all purposes.
- B. In addition to Services described under Section A of this Article 2, CITY agrees to provide staff employees for the provision of Audit, Finance, Real Estate, Accounting, Public Information Office, Information Technology, Purchasing, Billing & Receipt, Human Resources, Communications, Neighborhood & Family Services, City Attorney, and City Management services to COSADC as set out in **Exhibit "A"** ..

Article 3.

Compensation

- A. COSADC agrees to reimburse CITY for all Services provided under Article 2 above and described in **Exhibit "A"**, in the total amount of \$578,088 for fiscal year 2018, and for each fiscal year thereafter allocated as approved by the COSADC Board and City Council budget approval process. The cost reimbursements for fiscal year 2018 will be made in four equal quarterly installments of up to ONE HUNDRED FORTY-FOUR THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS AND NO/100 DOLLARS (\$144,522) due and payable on or about January 1, 2018, April 1, 2018, July 1, 2018 and September 29, 2018.
- B. . The staff services costs reimbursement sums shall be reviewed on an ongoing basis throughout the term of this Agreement subject to adjustments to ensure that estimated administrative services costs allocated to COSADC accurately reflect CITY employee staff time required to perform those services.
- C. For Services of all CITY employees provided under Article 2 above and described in **Exhibit "B"**, other than employees of the Economic Development Department, \$192,158 for fiscal year 2018, shall be allocated of the total amount to be reimbursed to CITY.
- D. In no event shall the amount payable by COSADC under this Agreement exceed the amount reasonably required to reimburse CITY for employee staff time actually spent on COSADC related tasks pursuant to this Agreement.

Article 4.

Use of Funds

It is expressly understood and agreed by COSADC and CITY that all funds received from COSADC by CITY shall be used solely for the purposes set out in Article 2.

Article 5

Employees

All personnel furnishing administrative services provided for hereunder shall be employees of CITY.

Article 6

Termination

Either party hereto may terminate this Agreement by giving the other party notice in writing of termination of this Agreement thirty (30) calendar days prior to the effective date of termination. Upon the effective date of termination of this Agreement, COSADC shall pay CITY for all administrative services rendered by CITY staff up to the date of termination on a pro-rated upon the part of the term of this agreement then expired and the sum of payments herein authorized.

Article 7.

Assignment

This Agreement may not be assigned by either party hereto without prior written consent of the other party.

EXECUTED in duplicate originals this _____ day of _____, 2016.

**CITY OF SAN ANGELO
DEVELOPMENT CORPORATION**

CITY OF SAN ANGELO

By: _____
Edward Carrasco, President

By: _____
Daniel Valenzuela, CITY Manager

ATTEST:

ATTEST:

Bryan Kendrick, Corporate Secretary

Bryan Kendrick, CITY Clerk

APPROVED AS TO CONTENT:

Roland A. Peña
Economic Development Director

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

EXHIBIT “A”

I.

Required Services and Performance Measures Economic Development Administration

Required Economic Development Services

1. Prepare, post and distribute COSADC meeting agenda and related background Information.
2. Respond to economic development prospect inquiries:
 - a. Prepare offers of financial incentives;
 - b. Compose related agreements;
 - c. Ensure compliance with all economic development incentive agreements and abatement agreements.
3. Create and maintain an annual incentive Agreement compliance report.
4. Develop and implement Program of Work Goals.
5. Begin preparations of annual COSADC budget in early spring.
6. Monitor performance measures required of COSADC administrative partner; i.e. the San Angelo Chamber of Commerce).
8. Provide management services to the Business Resource Center
10. Coordinate and facilitate business recruiting prospect meetings including participation in other economic development partners’ business recruitment meetings.
12. Coordinate with officials of Tom Green County and City of San Angelo on reinvestment zones, tax abatement agreements and other economic development programs or incentives.
13. Obtain and maintain staff professional training and proficiency in economic development trends, techniques, and knowledge of market conditions.

The CITY’s Economic Development Director shall serve on the Water Advisory Board at the discretion of COSADC Board.

Performance Measures

1. Ensure COSADC Board packet is distributed no later than the Friday before Wednesday COSADC meetings.
2. Present regular staff updates to COSADC Board.
3. Provide bi-annual updates on program of work goals to the COSADC Board.

5. Provide performance agreements within 10 business days of COSADC/Council approval.
6. Document the economic impact of each performance agreement.
7. Ensure compliance of contract terms and performance measures prior to grant or incentive payments.
8. Ensure Program of Work contains performance measures.

II.

Required Services and Performance Measures Audit

Required Audit Services

1. Perform audit services for COSADC operations, as necessary and appropriate.
2. Coordinate with CITY Financial staff and COSADC Board and staff to establish audit objectives in advance of performing any audit services.
3. Provide audit report to the COSADC Board and staff upon completion.

Performance Measures

1. Audit COSADC agreements, administrative files and financial records for compliance with relevant requirements and regulations.
2. Provide draft audit report to City's Financial staff and COSADC staff for review prior to finalizing report.
3. Coordinate services with City's Financial staff and COSADC staff and make presentations on audit results to COSADC Board and/or CITY Council, as necessary and upon request.

III. Required Services and Performance Measures Real Estate Services:

Required Real Estate Services

1. Manage real estate closings for COSADC.
2. Research history of properties, including council actions.

Performance Measures

1. Deliver copies of all easements, restrictions and encumbrances affecting the property to buyer.
2. Work with title company, buyer and seller to close a transaction.
3. Provide City Attorney's Office with closing documents for Legal review and approval.
4. Provide Accounting Dept and management with sales information.

IV. Required Services and Performance Measures Finance & Accounting

Required Finance Department Services

1. Develop monthly and present quarterly financial reports in format and detail level to meet the needs of the COSADC Board.
2. Determine allocation of cost of services for COSADC budget as part of the indirect costs contract with consultant or other comparable means, .
3. Assist COSADC staff in the preparation of the annual COSADC budget.
4. Provide financial analysis and projections on available funds, sales tax trends, bonding capacity, and voter-approved project, as requested by COSADC Board.
5. Provide annual Economic Development Corporation report to the Texas Comptroller of Public Accounts.
6. Provide services of the Finance Director to serve as Board Treasurer.

Performance Measures

1. Provide COSADC Board and staff with financial updates and reports at COSADC meetings each month, in format requested by Board.
2. Make recommendations to COSADC Board and staff to ensure staff is adhering to approved financial policies and practices
3. Prepare and submit the annual Economic Development Corporation and Eminent Domain reports to the Texas Comptroller of Public Accounts as required by state law each year.
4. Fulfill responsibilities of the Treasurer in accordance with COSADC By-laws

V.

Required Services and Performance Measures Information & Communications

Information & Communications Services

1. Create, update, install and maintain all IT infrastructure.
2. Provide communications reliability and maintenance support to the BRC building.

Performance Measures

1. Provide assistance to COSADC staff on recommendation to take advantage of the latest technologies in an effort to operate as efficiently and effectively as possible.
2. Review all billing and ensure best value for cost.
3. Assist COSADC staff in evaluating communications options for the department.

**VI. Required Services and Performance Measures
Purchasing****Purchasing Division Services**

1. Review purchase requisitions and compile formal bids to fulfill state and local purchasing law.
2. Review all Payment Request support documentation (contracts, invoices, etc.) as required for approval of vendor payments.
3. Manage P-card initiation, monthly reconciliation, and on-going program support.
4. Assist with travel settlements.

Performance Measures

1. Provide COSADC staff with procurement support in compliance with state and local law and City purchasing policies.
2. Make recommendations to COSADC staff to ensure adherence to approved policies and best practices.
3. Support COSADC staff at Board meetings as required for formal bids.

VII.**Required Services and Performance Measures
Billing & Receipt****Billing & Receipt Services**

1. Timely accountable records of general accounts receivable invoicing and cash receipts for Staff Services and other City – COSADC contracts.

Performance Measures

1. Timely accountable records for the reviewing and processing of receivable billing for COSADC Board approval and disbursement.

VIII.

Required Services and Performance Measures Human Resources

1. Provide sufficient availability of HR staff support, guidance, and resources to ensure compliance by COSADC with applicable federal, state and local laws. Make recommendations to the Board to assist with such compliance as reasonably necessary.
2. Attend COSADC Board meetings, as necessary or appropriate.

Performance Measures

1. Evaluate staffing levels for optimum allocation of employee time and resources on an annual basis.
2. Upon request and as frequently as necessary, participate in COSADC related meetings to provide guidance on Human Resources related issues.

IX. Required Services and Performance Measures Public Information

Public Information Office Services

2. Attend all COSADC Board meetings
3. Prepare, maintain and operate audio, visual, and computer equipment for all COSADC Board meetings
4. Maintain presence during COSADC Board meetings for technical assistance
5. Post public notice of COSADC Board meetings and agendas on COSA Government Channel for public view

Performance Measures

1. Attend, or send authorized representative, to all COSADC Board meetings.
2. Publish video recording for COSA Government Channel within 48 hours.
3. Maintain official recordings of COSADC Board meetings in compliance with state records retention regulations and local guidelines.
4. Provide copies of recordings of meeting to COSADC staff.

5. As needed, provide assistance with special COSADC Board meetings or Economic Development events.

X.

Required Services and Performance Measures Neighborhood & Family services

Required Neighborhood & Family Services

1. Maintain oversight & management of City of San Angelo Affordable Housing Program.
2. Assist in preparation of contracts with approved program applicants.
3. Administer Affordable Housing contracts and oversight of compliance issues.
4. Assist with COSADC administrative oversight of the community development projects authorized by ballot.
5. Assist the City Finance Department with budget oversight of projects and Affordable Housing Development funds, receipts and expenditures.
6. Make reports to civic groups, City Council and COSADC.
7. Ensure effective management of grant agreements.
8. Provide necessary follow-up services to grantees and contractors under the Affordable Housing Development program.
9. Gather, maintain and report statistical data for the program.
10. Schedule and organize loan closings.

Performance Measures

1. Provide quarterly reports on required services and performance measures to COSADC Board.
2. Seek annual input for program improvements from stakeholders.
3. Submit all grant-related reports for Program on or before due dates.
4. Work with community partners to ensure effective marketing for program.
5. Construct six (6) Program houses based on available funds.

XI.

Required Services and Performance Measures City Attorney

Required Legal Department Services

1. Attend all COSADC meetings to provide legal recommendations; as an observer of COSADC proceedings, and to the extent which Legal is involved, ensure the board and staff are adhering to all applicable federal and State laws, City ordinances and policies, and the corporation Articles and Bylaws.
2. Provide legal services to COSADC Board and the CITY Economic Development Department staff including, but not limited to the following:
 - a. Draft, review and finalize all real estate-related and legal transactions pertaining to matters for which the Board has authority.
 - b. Provide oversight of and assist in developing and implementing economic development programs for the City of San Angelo and the COSADC Board.
 - c. Agreement composition, review and approval as to form for economic development partner agreements, economic incentives such as tax abatements or grants and other agreements authorized by the Board.
 - d. Respond to requests for legal opinions on matters relating to the use of sales tax revenue, Type 2 (4B) economic development corporations and projects and other legal matters related to the COSADC Board.
3. Advise Board and COSADC staff on matters relating to the Public Information Act, Open Meetings Act, Corporate By Laws, and Corporate Charter, including keeping the Board and staff up to date on changes which may occur at the City, State and Federal level affecting COSADC.

Performance Measures

1. Attend all COSADC meetings.
2. Follow up with COSADC staff and Board, as necessary, after State legislative sessions regarding any relevant changes in law that affect the Corporation.
3. Advise the Board as needed on legislative or other regulatory changes at local, state and federal levels of government.
4. Respond to requests for legal assistance in a timely manner, and as priorities dictate.

5. Provide timely, effective and accurate legal advice and assistance to the City Economic Development Department to ensure that all matters acted upon by the COSADC Board are in compliance with the City Charter, Code of Ordinances, federal and state laws and regulations.

XII.

Required Services and Performance Measures CITY Management

Required CITY Management Services

1. Attend COSADC Board meetings, as requested and/or appropriate.
2. Participate in business prospect/incentive meetings, discussions, and negotiations, as requested and/or as appropriate.
3. Make available sufficient staff support, guidance, and resources to provide effective and efficient operations of Economic Development Department services and COSADC programs in compliance with law.

Performance Measures

1. Provide executive representation at COSADC Board meetings, or send suitable substitute, when executive representation is requested.
2. Participate in, or send a suitable substitute to, COSADC-related meetings and discussions that require executive representation and/or guidance.
3. Provide recommendations for operational improvements to COSADC Board and staff and reallocate City resources as necessary to ensure success.

Exhibit “B”

Allocation of Costs to be Reimbursed to City Staff Services

COSADC agrees to reimburse CITY for City Staff Services pursuant to Article 2(B), as follows:

		FY 2017
Economic Development		\$393,452
Audit		\$1,886
Real Estate		\$17,950
Finance		\$8,702
Accounting		\$46,392
Information Tech		\$16,430
Communications		\$110
Purchasing		\$431
Billing & Receipt		\$82
Human Resources		\$1,403
Public Information Office		\$5,699
Neighborhood & Family Services		\$30,135
City Attorney		\$36,190
City Management		\$19,226
Total		\$578,088

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Consider appointing a staff member as Board Secretary in accordance with the Bylaws of the City of San Angelo Development Corporation Article III, Section 2.B. which states "The Secretary of the Corporation shall be a City staff member assigned to the Corporation under a contract between the Corporation and the City of San Angelo, as approved by the Board of Directors." (Presentation by Roland Peña, Economic Development Director)

Summary/History:

Previously the City Clerk was designated as the Corporation Secretary. Under the new Agreement for Administrative Services, and due to staffing limitations, a new staff member must be designated as Corporation Secretary. Staff recommends a member of the Economic Development Department staff.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

Presentation:

Roland Pena

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Requestor: Roland Pena, Economic Development Director, COSADC, 325.653.7197

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Public Hearing regarding the expenditure with McLaughlin Advertising of up to \$60,000 for a Project consisting of a promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises. (Presentation by Roland Peña, Economic Development Director)

Summary/History:

The Public Hearing is a requirement under Chapter 505, Section 505.159 of the Local Government Code to undertake the project and before expending funds on the project. This item consists of a year long public awareness campaign to promote the City of San Angelo and its air service benefits in an effort to yield the development of new and expanded business enterprises. The campaign initiative is a result of a new Task Force (Air Service Working Group-ASWG) created by the San Angelo City Council. This group is comprised of several stakeholders: San Angelo City Council members, the Mayor, representatives of the Airport Advisory Board, San Angelo Chamber of Commerce, COSADC Board, and local business leaders. COSADC Board President Edward Carrasco serves on the ASWG and has been actively involved. The group is facilitated by City staff. In addition, the ASWG has worked with Edward Shelswell-White, an airline consultant experienced with airports our size from the airlines perspective and as an advisor to municipalities and their airports. The campaign is expected to create positive perceptions about doing business in San Angelo and the attributes of such which include flying from the San Angelo Regional Airport at Mathis Field. The ASWG was formed by the City Council in response to the announcement of American Airlines decision to cut the number of flights departing San Angelo. Stephen McLaughlin of McLaughlin Advertising serves in an advisory capacity as the City of San Angelo marketing and public relations agent.

The group has studied the economic impact of our air service and gained a grasp of the current status of air service, economic position, the potential to increase demand, and the risk in relation to losing air service altogether.

The COSADC Board approved the Resolution for the Project and expenditure of up to \$60,000 at the August 23, 2017 regular Board meeting with a unanimous vote of (7-0).

Financial Impact:

Up to and not to exceed \$60,000. It will require a budget amendment to fund the project.

Other Information/Recommendation:

Attached is the Air Service Marketing Initiative Resolution.

Attachments:

1. Air Service Marketing Initiative Resolution COSADC_AIRPORT_McLaughlin_RESO.docx

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena

Dan Saluri

Roland Pena

Julia Antilley

Tina Dierschke

Dan Saluri

Roland Pena

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A PERFORMANCE AGREEMENT WITH MCLAUGHLIN ADVERTISING PROVIDING FUNDING NOT TO EXCEED \$63,000 FOR A PROJECT FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS AS AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 505.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and

WHEREAS, the City of San Angelo, San Angelo Regional Airport—Mathis Field, is in need of professional air service marketing services for the promotion and development of new or expanded business enterprises that create or retain primary jobs (the “Services”) which will be conducive to ensuring the continued economic development and growth of the City; and,

WHEREAS, the City of San Angelo Development Corporation desires to contract with Stephen McLaughlin, dba McLaughlin Advertising. for the Services subject to the terms and conditions to be set forth in a performance agreement between COSADC and McLaughlin Advertising, and

WHEREAS, at least sixty (60) days prior to undertaking the Project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

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

The City of San Angelo Development Corporation Board of Directors offers this Resolution: in support of City Council approval of a Project funding airport marketing services to be provided by the McLaughlin Advertising under a performance agreement., in an amount not to exceed \$63,000, for the promotion and development of new or expanded business enterprises that create or retain primary jobs; recommends City Council approval of the project; directs and authorizes the Board President to negotiate and execute an economic development performance agreement with Stephen McLaughlin, dba McLaughlin Advertising at San Angelo for up to the authorized funding of the Project; and directs that notice of the Project be published and a public hearing be held pursuant to statutory requirements.

PASSED, APPROVED, and ADOPTED on this the 20th day of September, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carasco, President

By: _____
Bryan Kendrick, Corporate Secretary

APPROVED FOR CONTENT

Roland Peña, Director of Economic Development

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED FOR CONTENT

Luis Elguezabal, Airport Director

Requestor: Roland Pena, Economic Development Director, COSADC, 325.653.7197

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$100,000, for a project that entails acquisition costs of \$25,000 and professional engineering and surveying services including closing costs of up to \$75,000 for a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism (Presentation by Roland Peña, Economic Development Director)

Summary/History:

The Public Hearing is a requirement under Chapter 505, Section 505.159 of the Local Government Code to undertake the project and before expending funds on the project. The COSADC Board approved the resolution authorizing a project for the purchase of city land and the expenditures to acquire the land. \$25,000 for the property and up to \$75,000 in expected acquisition costs. The COSADC Board authorized staff to respond to the RFP: RE-03-17 for the purposes mentioned improving the land for resale and commercial development. The City Council approved the proposal and awarded to COSADC on August 15.

As part of the due diligence in the acquisition of the 17.58 acre parcel from the City of San Angelo, a series of environmental studies and survey will be required to be able to acquire the property. The studies will consist of an Environmental Phase 1 and Phase 2 site assessments (ESA), Remediation Cost Estimate, and Geotechnical Investigations. In April of 2015, the City of San Angelo issues an RFQ No. ES-04-15 for Professional Engineering and Surveying Services with the deadline submittal of July 7, 2015. SKG Engineering, LLC was deemed qualified for the provision of services. COSADC will take advantage of the RFQ to secure the services needed to move this project as efficiently and timely.

Financial Impact:

\$100,000 (\$25,000 for purchase of land and \$75,000 for environmental studies, surveying, and geotechnical and closing costs)

Other Information/Recommendation:

Resolutions attached.

Attachments:

- | | | |
|----|--------------------|--|
| 1. | Resolution | 17-515A_COSADC_HILLSIDE_PROJECT_RESO.docx |
| 2. | Purchase Agreement | 17-515_COSADC_CITY_HILLSIDE_RE_SALES_K(DR2).docx |
| 3. | Resolution | 17-515_COSADC_SKG_HILLSIDE_TASK_ORD_NO_RESO.docx |

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena

Bryan Kendrick

Roland Pena

Dan Saluri

Julia Antilley

Tina Dierschke

Dan Saluri

Roland Pena

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$100,000, FOR A PROJECT THAT ENTAILS ACQUISITION FROM THE CITY OF SAN ANGELO OF A 17.58 ACRE PARCEL OF REAL PROPERTY FRONTING ON HOUSTON HARTE EXPRESSWAY, WITHIN AN AREA BOUNDED BY SOUTHWEST BOULEVARD, SHERWOOD WAY AND SUNSET DRIVE, AND A DEVELOPMENT AGREEMENT WITH THE CITY PURSUANT TO WHICH THE PROPERTY WILL BE IMPROVED FOR RESALE AND COMMERCIAL DEVELOPMENT AS PERMITTED UNDER CHAPTER 505 OF THE TEXAS DEVELOPMENT CORPORATION ACT TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, OR THAT PROVIDE FACILITIES THAT ENHANCE CONVENTION PURPOSES AND TOURISM.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for continued economic development projects authorized under Section 4B of the Development Corporation Act, which includes authority for the expenditure of not more than ten percent of corporate revenues for promotional purposes; and,

WHEREAS, COSADC is a section 4B development corporation authorized to utilize sales and use tax funds to promote or develop new or expanded business enterprises that create or retain primary jobs; and,

WHEREAS, the City of San Angelo published RFP No. RE-03-17 for proposals for the commercial development of a 17.58 acre parcel of vacant real property fronting on the Houston Harte Express Way, in the heart of the primary growth direction of the City of San Angelo, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive; and,

WHEREAS, COSADC has proposed a project that entails acquisition from the City of the property for \$25,000, and for completion of environmental studies, geotechnical investigations, survey and related services necessary to market the property for commercial development to prospective high growth, high skilled, higher paying industry sector businesses that create or retain primary jobs; and,

WHEREAS, the Board has determined that the project will promote or develop new or expanded business enterprises that create or retain primary jobs or that provide facilities that enhance convention purposes and tourism ; and,

WHEREAS, at least sixty (60) days prior to undertaking the Project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds for the acquisition by COSADC of 17.58 acres of vacant land from the City of San Angelo, RFP No. RE-03-17, for a purchase price of \$25,000; authorizing the Director of Economic Development to negotiate terms and conditions of a Real Estate Sales Contract and a Development

Agreement with the City in a form approved by the City Attorney's Office, inclusive of costs related to inspection and testing of the property, due diligence, survey and closing costs, plus completion of environmental studies, geotechnical investigations, survey and related services necessary to market the property for commercial development to prospective businesses that create primary jobs, in a total sum not to exceed \$100,000; authorizing the Board President, to execute said agreements and related documents; directing that notice of the Project be published and a public hearing be held pursuant to statutory requirements; recommending to City Council ratification of the Real Estate Sales Contract and Development Agreement; and, authorizing the Economic Development Department of the City together with COSADC to market the property for commercial development by business entities that create or retain primary jobs as herein provided.

PASSED, APPROVED, and ADOPTED on this the 23rd day of August, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Edward Carrasco, President

ATTEST:

By: _____
Bryan Kendrick, Corporate Secretary

Real Estate Sales Contract

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

Seller(s): CITY OF SAN ANGELO, a Texas home rule municipal corporation
Address: 72 W. College Ave., San Angelo, Tom Green County, Texas 76903
Phone: (325) 657-4407 Fax: (325) 481-2695
Email: cynthia.preas@cosatx.us

Buyer: CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Address: 69 North Chadbourne, San Angelo, Tom Green County, Texas 76903
Phone: (325) 657-4407
Email: Roland.pena@cosatx.us

Buyer's Attorney: Dan Saluri, Deputy City Attorney
72 West College – San Angelo, Texas 76903_____

Buyer's Broker: _____ None _____

Property: The surface estate only in Lot 9-A, Block 2, Section 9-A, RED ARROYO HILLS ADDITION, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Plat Cabinet G, Slide 39, Plat Records, Tom Green County, Texas, commonly known as 4751 Houston Harte Expressway, (referred to in this Contract as the "Property"), together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided however, this conveyance shall not include any improvements to the property but the land only.

Title Company: First Title Company
Address: 4 S. Koenigheim, San Angelo, TX 76903

Phone: (325) 653-1421

Purchase Price: \$ 25,000

Cash portion: \$ _25,000

Additional Consideration:

1. Seller and Buyer agree upon the sale of Property to an undisclosed 3rd party, Buyer shall split equally with Seller sale proceeds in excess of the sum of \$25,000 plus the cost of the environmental studies, remedial costs estimates, geotechnical investigations and surveys estimated at \$55,000.
2. Buyer's execution of Development Agreement with Seller, a copy of which is attached hereto as **Exhibit "D"**, and made a part hereof for all purposes.

Earnest Money: \$5,000

Surveyor: SKG Engineering, LLC or another registered professional land surveyor licensed by the Texas Board of Professional Land Surveying selected by Buyer

Survey Category: Buyer shall secure a new Survey at Buyer's expense, a copy of which shall be provided to Seller

County for Performance: Tom Green County

A-1 Deadlines For Performance and Other Dates

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

1. Earnest Money Deadline: Three (3) days after execution by Seller.
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Sixty (60) days after Effective Date.
3. Delivery of Title Objections: sixty (60) days after delivery of Title Commitment.
4. Delivery of Sellers Cure Notice: thirty (30) days after delivery of Buyers Title Objections
5. Buyers notice of acceptance of Sellers Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide

Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections

6. Inspection Period: commences on the Effective Date and expires two hundred forty (240) days after the Effective Date.
7. Closing Date shall be the earlier of: sixty (60) days after the termination of the Inspection Period and any extensions; or, upon thirty (30) days prior written notice from Buyer.

A-2 Extension of Inspection period and Closing

Buyer and seller may elect to extend the Inspection Period for two (2) sixty (60) days periods. Buyer shall provide written notice to Seller of its intent to exercise the Extension five (5) days prior to the end of Inspection Period or any Extensions. Upon the exercise of the extension, Buyer shall provide Title Company with a copy of the written extension and an additional \$10,000 in Escrow. The additional Escrow shall be applied to the Purchase Price.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. Special Warranty Deed: (1) with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property with the provision that Seller shall not extract any water by surface removal methods except as may be done from adjacent property. The foregoing reservation does not include a right to enter upon or use the surface of the Property, and Seller shall not disturb the surface of the Property or any improvements constructed thereon by Buyer, cause subsidence or impact the structural integrity, or interfere with the use of, the Property or any improvements constructed thereon by Buyer.
 - b. IRS Non-foreign person affidavit
 - c. Evidence of Seller's authority to close this transaction
 - d. Such other documents (including a closing statement) as may be reasonably required to close this transaction and to permit the Title

Company to issue the Owner's Title Policy.

2. At closing, Buyer will deliver the following items:
 - a. Balance of Purchase Price
 - b. Evidence of Buyer's authority to close this transaction

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

C. Exhibits

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

Exhibit A—Representations;

Exhibit B—Notices, Statements, and Certificates;

Exhibit C – Seller's Records;

Exhibit D – Development Agreement

Exhibit E – Form of Warranty deed with exception to and reservations from conveyance

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein and the reservations and exceptions to conveyance in the Special Warranty Deed, and Buyer agrees to purchase the Property for the Purchase Price provided for herein.

E. Interest on Earnest Money

All earnest money required under this Agreement shall be deposited with Title Company. Title Company shall be required to invest the Earnest Money in an interest-bearing account for the benefit of Buyer. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money, including the Option Consideration, shall be applied to the Purchase Price to be paid by Buyer at closing. In the event of default hereunder by Buyer, the Earnest Money shall be applied as provided under part "M" paragraph 2. "Buyer's Default." In the event this Agreement is terminated by Buyer in accordance with the terms hereof, the Earnest Money shall be returned to Buyer.

F. Survey

Buyer, at Buyer's option and expense, may commission a survey of the Property if Buyer determines such is necessary or desirable. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates."

G. Title

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

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

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

4. *Seller's Delivery of Title Commitment and Survey.*

- a. Within ten (10) days after the date of this Agreement, Seller shall furnish Buyer a copy of the most recent owner's policy of title insurance (or, if Seller has no such owner's policy of title insurance, the most recent title commitment) for the Property in Seller's possession.
- b. Within ten (10) days after the date of this Agreement, Seller shall furnish Buyer a copy of the most recent survey, if any, and copy of the recorded plat of the Premises in Seller's possession. Prior to sixty (60) days before close of the Inspection Period, Buyer, at Buyer's expense, shall obtain a Survey of the Property certified and acceptable to Buyer, Buyer's lender (if any) and Title Company, and provide a copy of the meets and bounds description and survey prepared by the Surveyor to Seller

c. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A-1.2

5. *Title Objections.* Buyer has until the deadline stated in section A-1.3. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within seven (7) days after the deadline for the

giving of Seller's Cure Notice, notify Seller that either this Agreement is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and cure the Title Objections that Seller has agreed to cure.

H. Inspection Period

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

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

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

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

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

5. *Buyer's Right to Terminate* Buyer may terminate this Agreement for any reason by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended). If Buyer does not deliver notice to Seller of Buyer's termination of the Agreement before the end of the Inspection Period (as such Inspection Period may be extended), Buyer waives the right to terminate this Agreement pursuant to this provision..

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

I. Representations

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

J. Condition of the Property until Closing; Cooperation;

1. *Maintenance* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage beyond Seller's control; (b) operate the Property in the

same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Agreement if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond). If Buyer does not terminate this Agreement, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion, and (d) no change in the Purchase Price will be made. If Buyer elects to terminate this Agreement, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Agreement, and the Earnest Money shall be distributed to the parties as provided at part "E" entitled "Deposit and Interest on Earnest Money".

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

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

for, or at the request of Buyer. , and (c) before and after closing, to grant any easements across land owned by Seller that is adjacent to the Property reasonably required for most economical right-of-way for utility service.

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

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

INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATION OF THE PROPERTY AND RELATED MATTERS AS BUYER DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER (EXCLUDING THE LIMITED MATTERS AS MAY BE REPRESENTED BY SELLER IN THIS AGREEMENT) NOR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER.

K. Termination

1. *Disposition of Earnest Money after Termination*

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

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

L. Closing

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Agreement to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be

instructed to disburse the Purchase Price and other funds in accordance with this Agreement, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or certified copies of Seller's Records specified in **Exhibit C**.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Agreement, Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. *Transaction Costs*

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

additional taxes for periods before closing, Buyer will pay the additional taxes.

- d. *Post closing adjustment.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make post closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* SUBJECT TO SECTION 0.70 HEREOF, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECAUSE OF THIS TRANSACTION OR THIS AGREEMENT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

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

4. *Buyer's Closing Conditions.* Buyer's obligation to close the purchase of the

M. Default and Remedies

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

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

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

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

N. Miscellaneous Provisions

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

2. *Entire Contract.* This Agreement, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Agreement.

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

4. *Assignment.* Buyer's rights under this Agreement are expressly assignable without the consent of Seller, effective upon fourteen (14) days written, advance notice of Buyer's intent to assign this Agreement. Buyer shall provide Seller with an executed copy of any such assignment within ten (10) days of the effective date. Such assignment shall not discharge Buyer from liability for default in performance by an Assignee of Buyer's obligations under this Agreement.

5. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement or before closing will survive termination of this Agreement or closing, including but not limited to the provisions of: Part H subpart 4.; Part J. subpart 5, 6.; Part K.; Part L., 2., 3.; and Part M. The legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Tom Green County.

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

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

9. *Severability.* The provisions of this Agreement are severable. If a court of

competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

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

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

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

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

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

BUYER:

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____

SELLER:

CITY OF SAN ANGELO

By: _____

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

Approved as to Form:

Approved as to Content:

Dan T. Saluri, Deputy City Attorney

Cynthia Preas, Real Estate Manager

Title Company acknowledges receipt of Earnest a copy of this Agreement executed by both Buyer and Seller.

By: _____

Title: _____

Date: _____

Exhibit A Representations

A. Seller's Representations to Buyer

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

1. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Agreement.

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

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

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

- a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;
- b. that there are no pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;
- c. that to Seller's information and belief the uses and operations conducted on the Property have included incinerator and or landfill for disposal of solid waste, but have not involved other treatment, storage, or recycling of hazardous substances or solid wastes;
- d. Except as stated at subparagraph "c." above, to Seller's information and belief the Property has not been used for any other industrial or commercial operations involving hazardous substances or solid wastes;
- e. to Seller's information and belief that there are no aboveground or underground storage tanks on the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Agreement will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

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

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

[End of Exhibit A]

Exhibit B
Notices, Statements, and Certificates

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

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

[End of Exhibit B]

Exhibit C

Seller's Records

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

Governmental

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

Land

Soil reports

Environmental reports

Water rights conveyances

Engineering reports

Prior surveys

Site plans

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

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

Floor maps

Geotechnical reports

Topographical contour maps

Aerial photographs

Tax parcel maps

Wetlands studies

Leases and service contracts in effect with respect to the Property

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO EXECUTE TASK ORDER NO. 1 TO RFQ ES-04-15 WITH SKG ENGINEERING, LLC, IN A SUM NOT TO EXCEED \$65,000, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES .FOR AN APPROVED ECONOMIC DEVELOPMENT PROJECT THAT ENTAILS ACQUISITION FROM THE CITY OF SAN ANGELO OF A 17.58 ACRE PARCEL OF REAL PROPERTY FRONTING ON HOUSTON HARTE EXPRESSWAY, WITHIN AN AREA BOUNDED BY SOUTHWEST BOULEVARD, SHERWOOD WAY AND SUNSET DRIVE, FOR COMMERCIAL DEVELOPMENT THAT REQUIRES SURVEY, ENVIRONMENTAL STUDIES AND GEOTECHNICAL INVESTIGATIONS AND RELATED SERVICES

WHEREAS, the City of San Angelo and SKG ENGINEERING, LLC (“SKG”) entered into a master agreement for professional surveying and engineering services, effective September 15, 2015, pursuant to RFQ ES-04-15 (“Master Agreement”); and,

WHEREAS the City of San Angelo Development Corporation (“COSADC”) and City of San Angelo (“City”) have entered into an Administrative Services Agreement, pursuant to which the City provides administrative services to COSADC, including services related to purchasing through the City’s Purchasing Division; and,

WHEREAS, the Board has approved the project for commercial development of 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, that requires survey, environmental studies and geotechnical investigations and related services; and,

WHEREAS, COSADC desires to retain the professional services of SKG under the Master Agreement, and SKG has provided COSADC with a proposal and fee schedule for such services;

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

The Board President is hereby authorized to execute Task Order No. 1 to the Master Agreement by and between the City of San Angelo and SKG Engineering, LLC, RFQ ES-04-15, for professional survey and engineering services related to commercial development of 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, that requires survey, environmental studies and geotechnical investigations and related services, in a sum not to exceed \$65,000.

PASSED and APPROVED THIS 27th DAY OF September, 2017.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED AS TO CONTENT:

Roland Peña, Director of
Economic Development

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City
Deputy City Attorney

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Public Hearing regarding the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 504 Subchapter C (Presentation by Shannon Scott, Economic Development Specialist)

Summary/History:

The Public Hearing is a requirement under Chapter 505, Section 505.159 of the Local Government Code to undertake the project and before expending funds on the project. The COSADC Board approved the resolution on September 27, 2017 authorizing a project for the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC for a project related to Business Enterprises that create or retain primary jobs. The City Council ratified the resolution on October 3rd, 2017.

Financial Impact:

Up to \$300,000 in Economic Development Incentives

Other Information/Recommendation:

Attachments:

1. Resolution 17-939_COSADC_DETMAR_EDA_RESO1.pdf

Presentation:

Shannon Scott

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO DETMAR LOGISTICS, LLC. FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 501 SUBCHAPTER C.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and,

WHEREAS, DETMAR LOGISTICS, LLC is engaged in the transportation and logistics of frac sand throughout the nation but more specifically in the Permian Basin and Eagle Ford Shales, based out of San Antonio, Texas, with a local facility at San Angelo; and,

WHEREAS, DETMAR LOGISTICS, LLC intends to invest approximately FIVE MILLION DOLLARS (\$5,000,000.) in personal property, equipment, trucks and capital improvements , and,

WHEREAS DETMAR LOGISTICS, LLC intends to create up to 120 new Full Time Equivalent (FTE) primary job positions, and,

WHEREAS, DETMAR LOGISTICS, LLC has requested incentives from COSADC in order to make such investment and job creation at its San Angelo facility and the Board has determined that the Project will promote or develop an expanded business enterprise that creates or retains primary jobs; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code;

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to DETMAR LOGISTICS, LLC., in an amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000); authorizing the Director of

Economic Development to prepare an economic development performance agreement with DETMAR LOGISTICS, LLC in compliance with the Development Corporation Act in a form approved by the City Attorney's Office; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED FOR CONTENT

Roland Peña, Director of Economic Development

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

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

Meeting Date: October 25, 2017

Item type: Regular Item

Caption:

Public Hearing regarding the expenditure with Parkhill Smith & Cooper, Inc. a sum not to exceed \$280,000 to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, for a project necessary to promote or develop new or expanded business enterprises as authorized under the Texas Development Corporation Act. (Presentation by Roland Peña, Economic Development Director)

Summary/History:

The Public Hearing is a requirement under Chapter 505, Section 505.159 of the Local Government Code to undertake the project and before expending funds on the project.

At a Special Meeting on October 4, 2017 COSADC approved a resolution in support of City Council approval of a Project funding professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park necessary to the promotion or development of new or expanded business enterprises; recommends City Council approval of the Project; authorizes the Board President to negotiate and execute Task Order No. 2 to Professional Services Agreement, RFQ DC-02-17, with Parkhill, Smith & Cooper, Inc., in a sum not to exceed \$280,000, to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, subject to approval of City Council; and directs that notice of the Project be published and a public hearing be held pursuant to statutory requirements.

Financial Impact:

\$280,000 Expenditure; Budget amendment in process; from Future Projects COSADC Acct # 452-900 to 452-139 Parkhill

Other Information/Recommendation:

Attachments:

Presentation:

Robert Schneeman

Approvals/Reviews:

Robert Schneeman
Roland Pena
Dan Saluri
Julia Antilley
Tina Dierschke

Created/Initiated
Approved
Approved
Approved
Approved

Roland Pena
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

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

Meeting Date: October 25, 2017

Item type: Executive Session Item

Caption:

Section 551.087 (2) to deliberate the offer of a financial or other incentive with Project 2017-E285, that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Shannon Scott

Approvals/Reviews:

Shannon Scott	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Requestor: Roland Pena, Economic Development Director, COSADC, 325.653.7197

Meeting Date: October 25, 2017

Item type: Executive Session Item

Caption:

Section 551.072 Deliberations about Real Property regarding 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive

Summary/History:

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Roland Pena	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Report to Board



Requestor: Bryan Kendrick, City Clerk, Accounting,

Meeting Date: October 25, 2017

Item type: Consent Item

Caption:

Consider items discussed in Executive Session, if needed

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Bryan Kendrick
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Final Approval

Report to Board



Requestor: Bryan Kendrick, City Clerk, Accounting,

Meeting Date: October 25, 2017

Item type: Consent Item

Caption:

Announcements and consideration of Future Agenda Items

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Bryan Kendrick
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Final Approval