



City Council Agenda 02/06/2018

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on February 6, 2018 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 and Pledge

3. Proclamations/Recognitions

- a. Proclamation declaring February 28th as "World Spay Day" and February as "Spay/Neuter Awareness Month"

4. 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. Council members may request that a discussed item be placed on a future agenda. The Council takes public comment on all Regular Agenda items during the discussion of those items.

5. Consent Agenda

- a. Consider approving the January 23, 2018 City Council regular meeting minutes (B.Kendrick)
- b. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant conveying the following property to the adjacent property owner to correct a mapping error at the recommendation of the attorney for the taxing entities and the Tom Green County Appraisal District regarding 227 E. Avenue; .167 acres out of Fisher & Miller Survey 173, Abstract 205; Eloy and Vicky Tellez; (\$0.00) - (C.Preas)
- c. Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute a Memorandum of Agreement (MOA) with the Concho Valley Workforce Development Board funding up to \$168,000, including \$100,000 in matching funds, for a Texas Workforce Commission Workforce Innovation and Opportunity High-Demand Job Training Program grant (HDJT) in support of a Howard College construction trades program, pursuant to an economic development project adopted by the Board (R.Peña)
- d. Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute an Economic Development Agreement (EDA) with Howard County Junior College District to establish a self-sustaining construction trades program at San Angelo pursuant to an Economic Development Project adopted by the Board (R.Peña)

- e. Consideration of adopting a resolution authorizing the San Angelo Police Department to apply for and accept \$22,000 from the Justice Assistance Grant Program (F.Carter)
- f. Consider ratifying COSADC's approval of the termination and release of performance agreement with Data Management Inc., dba Time Clock Plus (R.Peña)
- g. Second public hearing and introduction of an ordinance amending the 2017-2018 budget for: Grants, Donations, and Capital Projects (T.Dierschke)
- h. Consider approving BuyBoard Contract 524-17 from Miller Uniforms for the purchase of Rifle-Resistant Body Armor in the amount of \$98,938 using grant funds from the Rifle-Resistant Body Armor Grant Program and authorizing the City Manager to negotiate and execute any documents necessary (F.Carter)

6. Regular Agenda

- a. Presentation of COSADC 2017 End of Year Report - (Presentation made by Economic Development Director Roland Pena)
- b. Consider ratifying COSADC's approval of a resolution authorizing the Board President to execute a Memorandum of Understanding with Tom Green County providing local matching funds for the Fall 2017 DEAA Grant in support of the Goodfellow Air Force Base Training Mission Project (R.Peña)
- c. First reading and public hearing of an ordinance naming a new street "Sherwood Way Service Road," constructed by the Texas Department of Transportation and dedicated by transfer of right-of-way to the City of San Angelo, located west of the 5500 block of Sherwood Way in West San Angelo - (Presentation made by Planning & Development Services Director Jon James)
- d. Discussion of the 2018-2023 Capital Improvement Plan preparation - (Presentation made by Finance Director, Tina Dierschke)

7. Follow Up and Administrative Issues

- a. Consideration of approving various Board nomination:
Planning Commission: Ryan Smith (SMD4) to a 2nd Term ending January 2021
- 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 1st day of February 2018, at 9:05 a.m.

Bryan Kendrick, City Clerk

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

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

City Council meetings are broadcast on Channel 17-Government Access at 10:30 A.M. and 7:00 P.M. every day for two weeks beginning on the Thursday after each meeting.

Proclamation

The City of San Angelo's Animal Shelter has set a goal of becoming a no-kill facility at which no adoptable animal is euthanized; and

San Angelo suffers from a pet overpopulation problem that results in too many unwanted dogs and cats, too many of which must be put down; and

San Angelo cannot adopt its way out of the overpopulation problem, but must embrace a culture of spaying and neutering pets, as required by a 2015 City ordinance; and

Altered pets live longer and healthier lives, are less likely to suffer from cancer and other serious illnesses, and are better behaved companions more focused on their human family; and

Sterilizing pets saves taxpayers nationwide \$2 billion dollars annually from being spent impounding, sheltering and euthanizing homeless animals;

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim February 2018, as

"Spay/Neuter Awareness Month"

and Wednesday, February 28th, as

"World Spay Day"

In San Angelo, Texas, and call upon all San Angelo pet owners to spay and neuter their cats and dogs in an effort to improve our animal companions' quality of life and prevent unwanted litters from being placed in our taxpayer-supported animal shelter.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 6th day of February, 2018.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, January 23, 2018

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:33 a.m. on Tuesday, January 23, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Cameron Strange, the Missions Pastor with Paulann Baptist; and the pledges were led by Conlie Carter, a second grader at Fort Concho Elementary

3. Public Comment

No public comments were made.

4. Consent Agenda

- a. Approval of the January 9, 2018 City Council regular meeting minutes
- b. Approval of a special recreational lease renewals with the following tenants and authorizing the City Manager to execute the same:
 1. Deborah Pappas and Denise Jackson
 2. Greg and Shannon Pierce
 3. Concho Bass Club
 4. Concho Boat Club
 5. Concho Valley Archery Association
- c. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant regarding 342 & 346 E. 27th Street; Lots 12 & 13, Block 2, Oak Lawn Addition; Galla & Caldera (\$7,000)
- d. Adoption of a resolution accepting approximately 2.640 acres out of William Nevels Survey No. 2, Abstract No. 1755, from Calvary American Lutheran Church for use by the Public Works Department, Stormwater Division and authorize payment of closing costs associated with the conveyance not to exceed \$4,000
- e. Approval of awarding WU-06-18 Water Meter Inventory bid to Core & Main (San Angelo, TX) for commercial and residential water meter inventory supplies in the amount of \$400,000 annually budgeted for purchase FY2018, FY2019, and FY2020, and authorizing the City Manager or designee to execute any related documents
- f. Approval of awarding WU-05-18 Caustic Soda to DPC Industries in the amount of \$299,151 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for

purchase FY2018, FY2019, and FY2020 and authorizing the City Manager or designee to execute any related documents

- g. Approval of awarding RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$135,156, budgeted in FY18, for the purchase of one unit, and authorizing the City Manager or designee to execute any related documents
- h. Approval of awarding H-GAC contract # FS12-17 Fire Apparatus Pierce Enforcer to Siddons-Martin Emergency Group in the amount of \$1,021,846 for two 1500 GPM Triple Combination Pumpers and authorizing the City Manager or his designee to execute any related documents
- i. Adoption of a resolution authorizing the City Manager or designee to apply for an AFG (Assistance to Firefighter Grant) for Diesel Exhaust Systems for 5 Fire Stations in the amount of \$275,000 with the City being responsible for a twenty percent match or \$55,000
- j. Approval of amended Civic Events policies
- k. Approval of authorizing the City Manager to award design service task under ES-04-15 to Enprotec Hibbs and Todd, Inc. (eHT) in the amount of \$156,000 for citywide lidar survey services and aerial imagery and execute all related documents
- l. Second reading and adoption of an ordinance for Z17-16, a rezoning from the Office Commercial (CO) Zoning District to the Neighborhood Commercial (CN) Zoning District, on a 0.138-acre property located at 2616 South Bryant Boulevard

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson to approve the consent agenda, with the exception of items 4g, and 4j. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson to approve item 4g, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales to approved item 4j, as presented. The motion carried unanimously (7) ayes to (0) nays.

5. Regular Agenda

- a. Approval of awarding RFP NS-01-18 animal adoption services to Concho Valley PAWS in the amount of \$60,000, budgeted for purchase FY2018 with the option to extend for four (4) additional one (1) year terms, and authorizing the City Manager or designee to execute any related documents - (Presentation made by Neighborhood and Family Services Assistant Director Morgan Chegwidden)

Concho Valley PAWS representative Jenie Wilson spoke in support of the partnership. Citizens John Strickland expressed concerns.

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

- b. Update on CIP street improvement projects in preparation for the next round of bond funding - (Presentation made by City Engineer Russell Pehl)

No action was taken on this item,

- c. Adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street improvement projects; and resolving other matters relating to the subject - (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to adopt the resolution, as presented. The motion carried unanimously (7) ayes to (0) nays.

- d. Approval of first public hearing and introduction of an ordinance amending the 2017-2018 budget for: Grants, Donations, and Capital Projects - (Presentation made by Finance Director Tina Dierschke)

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

- e. Update on Sales Tax revenue performance - (Presentation made by Finance Director Tina Dierschke)

6. Follow Up and Administrative Issues

- a. Approval of the following Board nomination:
Planning Commission: Conoly O. Brooks, III (Mayor) to an unexpired term ending January 2020

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

- b. Announcements and consideration of Future Agenda Items

7. Adjournment

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

There being no further business, the meeting was adjourned at 10:01 p.m.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4212

Meeting Date: February 6, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant conveying the following property to the adjacent property owner to correct a mapping error at the recommendation of the attorney for the taxing entities and the Tom Green County Appraisal District regarding 227 E. Avenue; .167 acres out of Fisher & Miller Survey 173, Abstract 205; Eloy and Vicky Tellez; (\$0.00) - (C.Preas)

Summary/History:

The subject property was auctioned at Sheriff's Sale on March 7, 2017. No offers were received causing subject property to be struck-off to the City, as Trustee for itself and other taxing entities.

The attorney for the taxing entities and the Tom Green County Appraisal District have discovered a mapping error which causes a boundary line conflict between the trustee lot and the adjacent property owner; therefore, upon the recommendation of the attorney for the taxing entities and the Tom Green County Appraisal District the property is being conveyed to the adjacent property owner to correct mapping and title issues.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------------------|--|
| 1. Map Fisher & Miller S-173, A-205 | Map Fisher & Miller S-173 A-205.pdf |
| 2. Resolution Fisher & Miller | Tax Resale Resolution Fisher & Miller.docx |

Presentation:

Approvals/Reviews:

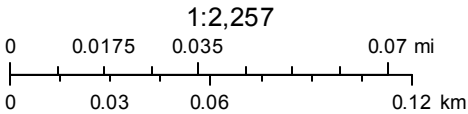
Cynthia Preas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Map Fisher & Miller S-173 A-205



January 25, 2018

 Tax Parcels



**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE
MAYOR TO EXECUTE A TAX-RESALE (QUITCLAIM) DEED
CONVEYING ALL RIGHT, TITLE AND INTEREST OF THE CITY OF
SAN ANGELO, AND ALL OTHER TAXING UNITS INTERESTED IN THE
TAX FORECLOSURE JUDGMENT**

WHEREAS, by Sheriff's Sale, the property described below was struck-off to the City of San Angelo, Trustee, pursuant to a delinquent tax foreclosure decree of the 119th Judicial District, Tom Green County, Texas; and

WHEREAS, a mapping error has been discovered by the attorney for the taxing entities and the Tom Green County Appraisal District; and

WHEREAS, the attorney for the taxing entities and the Tom Green County Appraisal District request the property be conveyed to the adjacent property owner to correct the mapping and title issues; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO that its Mayor, Brenda Gunter, is hereby authorized to execute a Tax-Resale (quitclaim) Deed conveying all of the right, title, and interest of the City of San Angelo, and all other taxing units interested in the below described real property to the named individual or entity:

Conveying to:

Eloy Tellez and Vicky Tellez (\$0.00)

A 50 ft. x 140 ft. tract, being .167 acre, more or less, out of the Fisher & Miller Survey No. 173, Abstract 205, City of San Angelo, as described in deed recorded in Volume 212, Page 336, Deed Records, Tom Green County, Texas, described in Judgment foreclosing tax lien entered December 12, 2016, 119th District Court, Tom Green County, Cause No. B-14-0249- TAX, and conveyed by Sheriff's Deed dated March 13, 2017, recorded as Instrument No. 201703229. Acct. #38-00205-0016-000-00

APPROVED AND ADOPTED ON THE _____ DAY OF _____, 2018.

THE CITY OF SAN ANGELO

Attest:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved As to Content:

Approved As to Form:

Cynthia S. Preas, Real Estate Manager

Theresa James, City Attorney

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

Meeting Date: February 6, 2018

Item type: Regular Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute a Memorandum of Agreement (MOA) with the Concho Valley Workforce Development Board funding up to \$168,000, including \$100,000 in matching funds, for a Texas Workforce Commission Workforce Innovation and Opportunity High-Demand Job Training Program grant (HDJT) in support of a Howard College construction trades program, pursuant to an economic development project adopted by the Board (R.Peña)

Summary/History:

This item seeks approval of a Memorandum of Agreement between COSADC and CVWDB to support 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 application finalizing process for a High Demand Skills Development Grant similar to that received for the LVN-RN Program. Completing the MOU is one of the final requirements before we can use the contracted funds from TWC. The COSADC Board approved the resolution and MOA on January 31st with a unanimous vote of 6-0.

The approved 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 COSADC-CVWDB funds are critical for equipment, salaries and supplies in final preparation to launch the program and ensure first year of operation.

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, Phase 2 & 3 efforts are planned in 2018-2019 which includes adding welding and craftsman buildings and components to the program.

To date over \$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. The COSADC Board approved a resolution authorizing the project on October 25, 2017 and City Council ratified the resolution November 7, 2017.

Financial Impact:

Up to \$168,000 new project account number and budget amendment required. From BREP account.

Other Information/Recommendation:

Attachments:

- 1. Resolution 18-XXX_COSADC_CVWDB_HOWARD_MOA_CONST_TRADES_PROGRAM_RESO.pdf
- 2. MOA 18-242_COSADC_CVWDB_HDJT_MOA.pdf

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Theresa James	Approved
Candice Blake	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 BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT (MOA) WITH THE CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD FUNDING UP TO \$168,000, INCLUDING \$100,000 IN MATCHING FUNDS, FOR A TEXAS WORKFORCE COMMISSION WORKFORCE INNOVATION AND OPPORTUNITY HIGH-DEMAND JOB TRAINING PROGRAM GRANT (HDJT) IN SUPPORT OF A HOWARD COLLEGE CONSTRUCTION TRADES PROGRAM, PURSUANT TO AN ECONOMIC DEVELOPMENT PROJECT ADOPTED BY THE BOARD

WHEREAS, the San Angelo Development Corporation (COSADC) Board has approved a Project 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 in San Angelo to be partially funded under a Texas Workforce Commission High Demand Skills Development Grant applied for by Howard College and the Concho Valley Workforce Development Board (the "Grant"); and,

WHEREAS; the Grant requires matching funds in a sum not to exceed \$100,000, and the Project requires additional support, for a total sum not to exceed \$168,000, to be provided by COSADC pursuant to a Memorandum of Agreement with the Concho Valley Local Workforce Development Board;

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

The Board authorizes the Board President to negotiate and execute a Memorandum of Agreement with the Concho Valley Local Workforce Development Board in substantially the attached form, providing support from COSADC not to exceed \$168,000, for a self-sustaining Construction Trades Program at Howard College in San Angelo, to include such physical improvements and expenditures as may be required, funded in part with a \$100,000, High Demand Job Training Program Grant from the Texas Workforce Commission.

PASSED, APPROVED, and ADOPTED on this the 31ST day of January, 2018.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

ATTEST:

BY: _____
Edward Carrasco, President

BY: _____
Roland Peña, Corporation Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Roland Peña, Director of Economic Development

Dan T. Saluri, Deputy City Attorney

MEMORANDUM OF AGREEMENT

City of San Angelo Development Corporation and
Concho Valley Local Workforce Development Board

for the

Texas Workforce Commission High-Demand Job Training (HDJT) Program:

An economic development project: "Howard College Construction Trades Program"

The following Memorandum of Agreement (a Financial Agreement) sets forth the terms of collaboration between the City of San Angelo Development Corporation (EDC) and Concho Valley Workforce Development Board (Board), regarding the Texas Workforce Commission (Agency) High-Demand Job Training (Grant) Program.

I. Purpose of Agreement

It is the purpose of this agreement to establish a collaborative relationship between the parties and to set forth the responsibilities of the parties, relevant to the purpose and requirements of the Grant.

The Agency's Grant program is intended to:

- A. Enable Boards to collaborate with local EDCs; and,
- B. Match the EDCs' local economic development sales tax funds to jointly support the provisions of high-demand occupational job training in local workforce areas.

II. Duration of Agreement

Grant funds are available for applications at any time through April 30, 2018, or until approved funding of one million dollars has been exhausted. Successful grant awards are for 12 to 15 months, with any second year continuation requiring a new grant application/award. The Agreement will commence on the date of the latest signature, and shall remain in full force and effect until December 31, 2019, or in accordance with article IV "E", below.

III. General Provisions and Assurances

Contingent upon the Agency's full funding, availability of EDC funds, and approval of this Agreement by the City of San Angelo City Council, the EDC and Board will support the provision of high-demand job training by entering into a -grant agreement with Howard County Junior College District to develop a construction trades program, construct supporting infrastructure, and start an initial class of 22-25 students and growing to 75 over two 2 years. Construction trades are listed in the Concho Valley Workforce Development area's high-demand jobs/occupations list. Funding will be used for: instructor and adjunct salaries; classroom equipment, classroom and building supplies, scholarships, instructor travel, and all other fees incidental to executing the program.

The EDC and Board assure funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation. (WIA § 181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2)) and will comply with Texas Government Code, Chapter 2264. As Grant fiscal agent, the Board assures compliance with the Agency's Financial Manual for Grants and Contracts.

IV. Responsibilities of the Parties Under the Agreement including Allocations of Costs

A. The EDC shall:

- (1) As a leverage match to the HDJT grant, pledges up to \$167, 769 for the year to support the program.
- (2) Work with the Board and Howard College to obtain and provide quarterly information to the Board

including, but not limited to, the number of participants trained and/or assessed and the costs expended for each activity conducted during the quarter.

(3) Provide funds to:

- a. Complete final infrastructure costs,
- b. Operate the program administration, and
- c. Build the tiny home building project

B. The Board shall:

- (1) Match \$100,000 through the Agency's Grant funds to local economic development sales tax funding for job training, on a dollar-for-dollar basis, for the year to support the program.
 - a. Funding will be provided to Howard College at the beginning of the grant execution and the beginning of each calendar quarter for that upcoming quarter.
 - b. Funding will only be expended on allowed items;
- (2) Provide quarterly reports to the Agency using an Agency-provided format and incorporating EDC narratives.
- (3) Provide funds to:
 - a. Furniture needed to Furnish the instructors' offices,
 - b. Furniture needed to furnish the classroom and shop, and
 - c. Student support incentives (such as Work Ready Community assessments,

C. The EDC and Board shall jointly fund portions of the program, to include:

- a. Classroom texts and equipment (approximately 25%-75% split),
- b. Salaries (approximately 85%-15% split)
- c. Computers and specialized printing equipment.

D. The commitments under this memorandum of agreement are solely contingent upon the Agency's Grant award.

E. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the parties in coordination with the Agency. Any party may withdraw from the Agreement, upon 30 days written notice, without cancelling the Agreement by other parties.

SIGNED AGREEMENT, APPROVED:

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

SAN ANGELO ECONOMIC DEVELOPMENT
CORPORATION

Edward Carrasco, President,
City of San Angelo Development Corporation

EMAIL: _____

Date: _____

APPROVED FOR CONTENT

Roland Peña

CONCHO VALLEY WORKFORCE DEVELOPMENT
BOARD

Mike Buck, Executive Director,
Concho Valley Workforce Development Board

EMAIL: _____

Date: _____

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

, Secretary

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

Meeting Date: February 6, 2018

Item type: Regular Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute an Economic Development Agreement (EDA) with Howard County Junior College District to establish a self-sustaining construction trades program at San Angelo pursuant to an Economic Development Project adopted by the Board (R.Peña)

Summary/History:

This item seeks approval of a resolution in support of an EDA with Howard College for a new Construction trades program. COSADC, Howard College, and the Concho Valley Workforce Development Board (CVWDB) are in the process of applying for and recently received approval of a High Demand Skills Development Grant similar to that received for the LVN-RN Program. The COSADC Board approved the resolution and EDA on January 31st with a unanimous vote of 6-0.

Funding under the agreement 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 over \$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. The COSADC Board approved a resolution authorizing the project on October 25, 2017 and City Council ratified the resolution November 7, 2017. The final grant documentation will include a contract between Texas Workforce Commission and Concho Valley Workforce Development Board (CVWDB)(in progress), a grant agreement between CVWDB and Howard College, a Memorandum of Agreement between COSADC and CVWDB, and an Economic Development Agreement (EDA) between COSADC and Howard College. A draft of the EDA between COSADC and Howard College including the draft grant agreement as Exhibit "A" is attached hereto. The grant agreement will be finalized upon receipt of the contract between CVWDB and the Texas Workforce Commission. Also Attached hereto is the Grant Award Letter from Texas Workforce Commission to CVWDB.

Financial Impact:

Up to \$168,000 from BREP account.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--------------------|--|
| 1. | Draft EDA | Howard College Construction Trades EDA Final Draft.pdf |
| 2. | Resolution | 18-XXX_COSADC_HOWARD_COLLEGE_CONST_TRADES_EDA_RESO.pdf |
| 3. | Grant Award Letter | Concho Valley Signed Award letter 01 04 2018 (2).pdf |

Presentation:

Roland Pena

Approvals/Reviews:

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

ECONOMIC DEVELOPMENT GRANT PROJECT AGREEMENT BY AND BETWEEN
CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AND
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

This Agreement is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit corporation (“COSADC”) and Howard County Junior College District (“Howard College”) located in San Angelo, Texas.

RECITALS:

A. COSADC is a non-profit Type “B” development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapter 505 of the Texas Local Government Code (the “Act”), and is authorized by law to expend economic development sales and use tax proceeds for authorized projects, subject to approval of the City of San Angelo City Council. Such authorized projects include expenditures for the development of a Career Center Project that includes the development of facilities, improvements, and expenditures found by the board of directors to be required or suitable for use for a Career Center, if the area to be benefited by Career Center is not located in the taxing jurisdiction of a junior college district.

B. On January____, 2018, the Concho Valley Workforce Development Board and Howard College entered into a grant agreement for the Texas Workforce Commission Workforce Innovation and Opportunity High-Demand Job Training Program Grant (HDJT) in support of establishing a Howard College Construction Trades Program at San Angelo. The grant agreement is attached hereto as **Exhibit “A”**;

C. The grant agreement between Howard College and the Concho Valley Workforce Board outlines the responsibilities of Howard College including the terms under which repayment of grant funds must be made if Howard College does not meet the performance requirements specified in the agreement.

D. On January 31st, 2018, the board of directors of COSADC determined that the Project and provision of grant funds to Howard College for the career center as stated in **Exhibit A** serve the public purpose and are in compliance with the requirements and purposes of the Act, and the COSADC Articles of Incorporation.

E. Howard College is seeking grant funds from COSADC for the development of the HDJT Construction Trades Program at San Angelo, and COSADC agrees to provide grant funds on behalf of Howard College in the sum and pursuant to the terms under this Agreement, in accordance with controlling provisions of law.

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

TERMS:

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

2. **TERM:** This Agreement shall become enforceable upon full execution by duly authorized representatives of each party . Unless terminated earlier in accordance with its terms, this Agreement shall automatically terminate on December 31st, 2019. Notwithstanding the foregoing, all provisions of this Agreement which must survive in order to give effect to their meaning will survive termination or expiration of this Agreement.

3. **PERFORMANCE REQUIREMENTS:** In consideration of COSADC agreeing to provide Howard College grant funds in accordance with the terms, provisions and conditions of this Agreement:

A. Howard College acknowledges and agrees to meet and comply with the performance requirements specified in the grant agreement between the Concho Valley Workforce Development Board and Howard College attached hereto as **Exhibit A**, which are conditions precedent that must be fulfilled and maintained in order for Howard College to qualify for and retain the grant funds provided for by COSADC.

B. Howard College shall employ a designated Director for the Constructions Trades Program and enroll a minimum of XXXX students in its first Construction Trades Program class on or before _____, 2019. Howard College shall maintain continuous employment of a Director for the Construction Trades Program and enroll students in the Program for each school semester through _____, 20____.

C. Howard College shall provide to COSADC certified copies of all required documents pursuant to **Exhibit A** that are presented to the Concho Valley Workforce Development Board and an annual affidavit of compliance in the form found in **Exhibit "B"**.

D. Howard College acknowledges and agrees that failure to comply with the performance requirements as specified in **Exhibit A** or a failure to provide the required documentation to COSADC during the term of this Agreement will result in forfeiture of any grant funds provided under this Agreement

and that Howard College will be obligated to repay such grant funds, or a portion thereof, according to the repayment terms established under Section 8. "Repayment Terms" below.

4. MAXIMUM GRANT FUNDS: Subject to the performance requirements specified in this Agreement, Howard College shall become eligible to receive matching grant funds up to but in no event to exceed a maximum sum of ONE HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$168,000.00) payable within 30 days of disbursement of workforce grant funds to Howard Junior College District at San Angelo relating to the Texas Workforce Commission High-Demand Job Training Grant Program in collaboration with the City of San Angelo Development Corporation (COSADC) pursuant to that certain Memorandum of Agreement by and between COSADC and the Concho Valley Workforce Development Board effective . _____, 2018, **Exhibit "A"**, hereto.

5. PAYMENT:

A. Eligibility determination for payment of grant funds, if any, for which Howard College may be entitled and which may be payable to Howard College under this Agreement shall be made by COSADC within sixty (60) days after receipt by COSADC of the affidavit of compliance and supporting documentation executed and submitted by Howard College to COSADC demonstrating fulfillment or continuation of the conditions precedent required for payment.

B. Howard College and COSADC acknowledge that COSADC may reasonably require, in its discretion, additional information and documentation to facilitate COSADC in making an expeditious determination of eligibility, if any, for grant funds. COSADC may determine the amount of direct payment, if any, for which Howard College may be eligible under this Agreement, in cooperation with Howard College.

6. RETENTION OF RECORDS: Howard College shall maintain, in a manner that conforms to this Agreement, the fiscal records and supporting documentation for all grant funds, if any, provided to Howard College under this Agreement for the greater of three (3) years from the end of the term of this Agreement, or any other period required by other applicable law and regulation.

7. COMPLIANCE AUDIT AND INSPECTION RIGHTS: Upon reasonable prior written notice, and without costs charged by Howard College to COSADC, Howard College shall allow COSADC access to and the right to examine and inspect any and all:

A. Payroll accounting records of Howard College relating to the hiring and retention certification by Howard College of the information included in each affidavit submitted by Howard College,

and any pertinent records of Howard College as are reasonably necessary to verify compliance with all the performance requirements as specified in this Agreement; and

B. Books, accounts, records, audit records, files and documents belonging to or kept at the direction of Howard College pertaining to the grant funds provided to Howard College or grant funds repaid by Howard College to COSADC under this Agreement.

8. REPAYMENT TERMS: If as a result of a compliance verification or audit, COSADC has determined that Howard College has failed to meet the performance requirements specified in this Agreement, Howard College shall be required to comply with the repayment terms set out below:

A. As of the first reporting period due _____, 2019, if Howard College fails to execute and timely submit the required affidavit of compliance along with sufficient supporting documentation required for verification of eligibility for payment of the grant funds, or if Howard College fails to retain the Program Director at Site or enroll students in the Construction Trades Program as certified under Section 3. "Performance Requirements" of this Agreement Howard College shall forfeit or immediately repay COSADC as applicable one hundred percent (100%) of the total amount of all grant funds otherwise payable or paid.

B. As of the second reporting period due _____, 2020, if Howard College fails to execute and timely submit the required affidavit of compliance along with sufficient supporting documentation required for verification of eligibility for payment of the grant funds, or if Howard College has failed to retain the Program Director or enroll students in the Construction Trades Program as certified under Section 3. "Performance Requirements", of this Agreement, and for which grant funds were paid by COSADC, Howard College shall repay COSADC FIFTY PERCENT (50%) of the total amount of all grant funds received.

E. If any repayment is owed by Howard College to COSADC under this Section 8. Repayment Terms, COSADC shall provide Howard College written notice by certified mail return receipt requested of the sum of grant funds to be repaid, which sum shall be due and payable sixty (60) calendar days after date of the notice.

F. Any repayment sum not paid to COSADC by Howard College by the due date shall thereafter accrue interest at the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law until paid in full.

G. Failure of Howard College to timely pay any sum due COSADC under this agreement shall constitute a default by Howard College, and shall entitle COSADC to terminate this agreement and exercise all remedies available to it under this Agreement, at law, or in equity.

9. OWNERSHIP OF DOCUMENTS: Howard College understands and agrees that any information, document, report or any other material whatsoever which is given by Howard College to COSADC or which is otherwise obtained or prepared by Howard College pursuant to or under the terms of this Agreement is and shall at all times remain the property of COSADC. Howard College agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion.

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

11. PUBLIC RECORDS AND CONFIDENTIALITY: Howard College understands that COSADC is subject to the Texas Public Information Act, V.T.C.A. Government Code § 552, and that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of law, and agrees to allow access by COSADC and the public to all documents subject to disclosure under applicable law. The confidentiality of employment records and any other records related to COSADC's economic development considerations and grant funds provided herein will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act. COSADC will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Texas Public Information Act, it will notify Howard College if a request relating to such proprietary information is received. COSADC shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third party under the Texas Public Information Act. Howard College acknowledges that the Texas Public Information Act excepts from disclosure trade secret and confidential commercial financial information and that it will need to assert the proprietary interest of Howard College or other third party as a basis for nondisclosure. Howard College's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

12. REPRESENTATIONS AND WARRANTIES OF HOWARD COLLEGE: Howard College represents and warrants to COSADC that as of the date hereof: (i) Howard College is in good standing to transact business in the State of Texas, (ii) Howard College is not delinquent in the payment of any sums due the City of San Angelo, including but not limited to permit fees and occupational licenses,, nor in the

performance of any obligation to the City of San Angelo or COSADC, (iii) execution of this Agreement has been duly authorized by Howard College and this Agreement is not in contravention of Howard College's regulations, or any agreement or instrument to which Howard College is a party or by which it may be bound as of the date hereof, (iv) no litigation or governmental proceeding is pending, or, to the knowledge of any of Howard College's officers, threatened against or affecting Howard College, which may result in a material adverse change in Howard College's business, assets, liabilities, or operations sufficient to compromise Howard College as a viable entity, (v) no written certificate or written statement herewith or heretofore delivered by Howard College to COSADC in connection herewith, or in connection with any transaction contemplated hereby, to the knowledge of any of Howard College's officers, contains any untrue statement of a material fact or fails to directly disclose any material fact necessary to keep the statements contained therein from being misleading, and (vi) during the term of this Agreement, Howard College will not knowingly employ any undocumented workers in violation of V.T.C.A., Government Code § 2264.

13. COMPLIANCE WITH PROGRAM REQUIREMENTS AND FEDERAL, STATE AND LOCAL LAWS: Howard College shall comply with all requirements applicable under grant agreement between the Concho Valley Workforce Development Board and Howard College, the provisions of which are adopted as a part of this Agreement for all purposes as if fully set forth herein. Howard College acknowledges that its officials have reviewed and are familiar with the terms and regulations applicable under Exhibit A.

14. INDEMNIFICATION: To the extent permitted by law, Howard College shall indemnify, defend and hold harmless COSADC, and the City of San Angelo, and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liability") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the Howard College's performance or non-performance under this Agreement which Liability is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Howard College or its employees, agents or subcontractors (collectively referred to as "Howard College"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of Indemnities, or any of them or (ii) the failure of the Howard College to comply with any of the terms or conditions of the Agreement or the failure of the Howard College to conform to statutes, ordinances, or other regulations or requirements of any governmental authority,

federal or state, applicable in connection with the performance of this Agreement, to the extent as allowed by law. Howard College expressly agrees to indemnify and hold harmless Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Howard College, or any of its subcontractors, as provided above, for which Howard College's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws, to the extent as allowed by law.

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

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

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

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

19. COSADC'S TERMINATION RIGHTS:

A. COSADC shall have the right to terminate this Agreement, by giving Howard College at least five (5) business days prior written notice, upon discontinuance or termination of the incentive program, unavailability of funds, or if COSADC determines, in its sole discretion, that continuation of the Project is no longer in the public interest.

B. COSADC shall have the right to terminate this Agreement, without notice or liability to Howard College, upon the occurrence of an event of default under this Agreement. In such event, COSADC shall not be obligated to pay any grant funds or reimbursements to Howard College and Howard College shall repay COSADC all grant funds and reimbursements provided to Howard College while Howard College was in default under this Agreement in accordance with Section 8. "Repayment Terms" of this Agreement.

C. The dissolution or termination of Howard College's existence, Howard College's insolvency, appointment of receiver for Howard College's assets, any assignment of all or substantially all of the assets for the benefit of creditors of Howard College, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Howard College shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

20. ASSIGNMENT: This Agreement shall not be assigned by Howard College, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in the sole discretion of the COSADC board of directors, subject to approval of the City Council for the City of San Angelo.

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

HOWARD COLLEGE:

Executive Dean
Attn: Mrs. Jamie Rainey
Howard College-San Angelo Campus
3501 N. US Highway 67
San Angelo, TX 76903

COSADC:

Director of Economic Development
Mr. Roland Peña
City of San Angelo
69 N. Chadbourne Street
San Angelo, Texas 76905

22. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon a thirty (30) day notice; or in the alternative at the election of COSADC, termination as herein provided.

23. MISCELLANEOUS PROVISIONS:

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

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Howard College or its suppliers, that prevent Howard College from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

G. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

H. In the event any legal action or proceeding is commenced between COSADC and Howard College to enforce provisions of this Agreement and recover damages for breach, the prevailing party in

such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

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

J. Failure by either party on one or more occasions to exercise one or more of its rights under this Agreement shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

K. The provisions of this Agreement, which by their nature extend beyond the termination of the Agreement, will survive termination of the Agreement.

24. EXHIBITS: The following Exhibit "A" is attached and incorporated by reference for all purposes.

Exhibit "A": Grant Agreement between Howard College and the Concho Valley Workforce Board

Exhibit "B": Affidavit of Compliance

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

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Roland Peña, Secretary

Edward Carrasco, President

HOWARD COLLEGE:

Dr. Cheryl T. Sparks, President

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Roland Peña, Economic Development Director

Dan T. Saluri, Deputy City Attorney

Exhibit “A”
Grant Agreement

FINANCIAL AGREEMENT

Between

CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD

and

HOWARD COUNTY JUNIOR COLLEGE DISTRICT (HOWARD COLLEGE)

for the

Texas Workforce Commission High-Demand Job Training Program Grant:

Construction Trades Initiative

Financial Agreement (Agreement) sets forth the terms for the implementation of dollar-for-dollar matching of economic development funds with funds from the Texas Workforce Commission (Agency) High-Demand Job Training Grant Program (Grant), provided by the **CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD** (Board), 36 East Twohig Avenue, Suite 805, San Angelo, Texas, 76903 and managed by Howard College-San Angelo (Howard College), 3501 N. US Highway 67, San Angelo, Texas, 76905.

I. Purpose of Agreement

It is the purpose of this agreement to establish a collaborative relationship between the parties and to set forth the responsibilities of the parties, relevant to the purpose and requirements of the starting a Construction Trades Program.

This financial agreement contract between the Board and Howard College will support the Agency's High-Demand Job Training Program Grant which is intended to:

- A.** Promote collaboration with the local economic development corporation, San Angelo Economic Development Corporation (EDC); and,
- B.** Use the EDC's matching local economic development sales tax funds to jointly support high-demand occupational job training in the local workforce area.
 - (1)** All construction trade skills are high demand occupations in the Concho Valley workforce area.

II. Duration of Agreement

The Grant funds were awarded by TWC contract #xxxxxxxxxx, Catalogue of Federal Domestic Assistance (CFDA) number (or State funding source): 17.258 WIA Adult Program, project (Year 1) start date of xxxxxxxx xx, 2018 and end date xxxxxxxx xx, 2018. This Agreement will commence on the date of the latest signature, and shall remain in full force and effect until February 1, 2019, or in accordance with article V, below and in accordance with the terms set forth herein.

III. General Provisions and Assurances

The Board and EDC will enter into separate financial agreements with Howard County Junior College District to develop a Construction Trades Program at Howard College-San Angelo. There are no specific student eligibility requirements and administrative costs are not allowable.

Howard College and the Board assure funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation, (WIA § 181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2)); will comply with Texas Government Code, Chapter 2264; and, shall comply with the nondiscrimination provisions of WIA § 188 (29 U.S.C. § 2938).

It is understood by the Parties that each is able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

IV. Responsibilities of the Parties Under the Agreement including Allocations of Costs

The Board commitments under this financial agreement are solely contingent upon the Agency Grant. The Parties assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a supplemental agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

The Board-EDC dollar-for-dollar matching funds will be expended until program funding is exhausted.

The Parties agree that their responsibilities under this Agreement shall be as follows:

- A.** The Howard County Junior College District shall:
 - (1)** Meet the following metrics:
 - a. Provide an instructor and instructor support, as needed;
 - b. Quarterly, provide an invoice to the Board and EDC of expected expenditures for the next three months;
 - c. Provide funds expenditure verification by the 10th of each month; and,
 - d. If metrics' revision required, give 30 days' notice.
 - (2)** Provide the Board with student status reports quarterly by the 10th of the month to include numbers enrolled, dates and numbers meeting major testing milestones, expected dates of program completion.

- a. Retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this agreement for a minimum of three (3) years after final payment and all other pending matters are closed out.
 - b. Failure to maintain the required files for all enrolled participants may result in disallowed costs and subsequent repayment of funds.
- (3) Comply with all pertinent laws, including the following:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88.352) and accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the delivery of services;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
 - c. American with Disabilities Act of 1990, P.L. 101-336, 101st Congress, 2nd Session, 104 Stat. 327 (July 26, 1990); and,
 - d. Buy America Act, 41 U.S.C. § 8302.

B. The Concho Valley Workforce Development Board shall:

- (1) Award funding through the Agency Grant up to \$75,000 to Howard College to be used in accordance with developing the Construction Trades Program:
 - a. With matching funds from the EDC, provide funding for program development on a quarterly basis as a three-month advance;
 - b. Provide first quarterly installment within 10 working days following written notice by Howard College of account set-up; and
 - c. Ensure EDC will fund Howard College-San Angelo account in accordance with their separately executed financial agreement.
- (2) Provide reports in accordance with the Grant contract to the Agency using an Agency-provided format and incorporating EDC and Howard College narratives.

C. All Parties shall:

- (1)** Maintain the confidentiality of customer information and use customer data only in the administration of the Parties programs.
- (2)** Designate a liaison whose functions will include:
 - a. serving as a resource for implementation of the Agreement;
 - b. providing guidance for the implementation of services under the Agreement; and,
 - c. coordination and communication, including meetings between the Parties and EDC partner to review policy, procedures, and other issues related to the Agreement.

V. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the Parties in coordination with the Agency. This Agreement may be cancelled by a Party upon 60 days written notice to the other Party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement). If cancellation is for cause, it may be canceled upon delivery of written notice to the other Party. [Sixty-days of notice allows for the Board to give the Agency the required 30-days of notice.]

VI. Designated Points of Contact

**CONCHO VALLEY WORKFORCE
DEVELOPMENT BOARD**

Mr. Mike Buck
Executive Director

(325) 655-2005 x301; cell (325) 812-1561
mbuck@cvworkforce.org
36 East Twohig Avenue
San Angelo, TX 76903

**HOWARD COLLEGE-SAN ANGELO
CAMPUS**

Ms. Jamie Rainey
Executive Dean

(325) 481-8300 x3222; cell (325) 234-4553
jrainey@howardcollege.edu
3501 N. US Highway 67
San Angelo, TX 76905

VII. Signatures

All undersigned Parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all Parties involved.

**CONCHO VALLEY
WORKFORCE DEVELOPMENT
BOARD**

**HOWARD COUNTY JUNIOR
COLLEGE DISTRICT (HOWARD
COLLEGE)**

Mr. Mike Buck
Executive Director

Dr. Cheryl T. Sparks
President

Date:

Date:

Exhibit "B"

Affidavit of Compliance

STATE OF TEXAS,

§

COUNTY OF TOM GREEN

§

§

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

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

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

2. I am the _____ of Howard County Junior College District-San Angelo Campus; and, I make this affidavit pursuant to the terms of the Economic Development Project Agreement entered into between Howard College and the City of San Angelo Development Corporation having an

effective date of _____, 2018. I understand the obligation to submit this affidavit is an ongoing annual obligation for the entire term of the Agreement as described in Section 3. PERFORMANCE REQUIREMENTS, Subsection B of the Agreement.

3. I hereby certify and warrant that during the time period from _____, 20____, through _____, 20____, (the Reporting Period) Howard College continuously employed a Director for the Construction Trades Program and enrolled the number of students indicated below for each semester during the Reporting Period.

Semester

Number of Students Enrolled

4. Attached hereto and made a part of this Affidavit are true and correct copies of Howard College records created and maintained by Howard College under generally accepted accounting and audit principals that verify the facts herein certified to by me.

Signature _____

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

Notary Public, State of Texas

(Attach documentation as necessary to demonstrate compliance with the terms of the agreement)

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION, AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT (EDA) WITH HOWARD COUNTY JUNIOR COLLEGE DISTRICT TO ESTABLISH A SELF-SUSTAINING CONSTRUCTION TRADES PROGRAM AT SAN ANGELO PURSUANT TO AN ECONOMIC DEVELOPMENT PROJECT ADOPTED BY THE BOARD

WHEREAS, on October 25, 2017, the San Angelo Development Corporation (COSADC) Board approved an Economic Development Project 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 County Junior College in San Angelo to be partially funded under a Texas Workforce Commission High Demand Skills Development Grant applied for by Howard College and the Concho Valley Workforce Development Board (the "Grant"); and,

WHEREAS; the Grant requires matching funds in a sum not to exceed \$100,000, and the Project requires additional support, for a total sum not to exceed \$168,000, to be provided by COSADC pursuant to a Memorandum of Agreement with the Concho Valley Local Workforce Development Board;

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

The Board authorizes the Board President to negotiate and execute an Economic Development Agreement with the Howard County Community College District in substantially the attached form, providing support from COSADC not to exceed \$168,000, for a self-sustaining Construction Trades Program at Howard College in San Angelo, to include such physical improvements and expenditures as may be required, funded in part with a \$100,000, High Demand Job Training Program Grant from the Texas Workforce Commission.

PASSED, APPROVED, and ADOPTED on this the 31ST day of January, 2018.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

ATTEST:

BY: _____
Edward Carrasco, President

BY: _____
Roland Peña, Corporation Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Roland Peña, Director of Economic Development

Dan T. Saluri, Deputy City Attorney

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing
the Public

Ruth R. Hughs
Commissioner Representing
Employers

Julian Alvarez
Commissioner Representing
Labor

Larry E. Temple
Executive Director

January 4, 2018

Mr. Michael "Mike" Buck
Workforce Solutions Concho Valley
36 E Twohig Ave., Suite 805
San Angelo, Texas 76903

RE: High Demand Job Training Award Grant

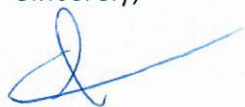
Dear Mr. Buck:

I am pleased to notify you that the Texas Workforce Commission (TWC) has selected the Concho Valley Workforce Development Board to receive a grant award based on your application to the High Demand Job Training grant program. This award is contingent upon successful negotiations of the contract and deliverables.

We understand that you are the designated contact for the board. Our contracts team will be contacting you soon to begin discussion concerning the contract.

Let me know if I can assist with any questions.

Sincerely,



Aaron Demerson
Director
Office of Employer Initiatives
Texas Workforce Commission

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: February 6, 2018

Item type: Consent Item

Caption:

Consideration of adopting a resolution authorizing the San Angelo Police Department to apply for and accept \$22,000 from the Justice Assistance Grant Program (F.Carter)

Summary/History:

The State of Texas announced that federal funds are available under the Justice Assistance Grant Program (JAG) from the Office of the Governor. The San Angelo Police Department is asking for authorization to apply for funds from this program for Thermal imagers for the SWAT team. Thermal imagers can assist officers at any emergency in which normal visibility is reduced. These can be used during fugitive searches, surveillance, search and rescue, and evidence retrieval.

Financial Impact:

There is no requirement for matching funds. The San Angelo Police Department will apply for \$22,000 from the grant and if awarded these funds will increase the Police Department Budget.

Other Information/Recommendation:

The grant application must be submitted by February 20, 2018 to be eligible for review.

Attachments:

1. Resolution PD JAG Grant 2018-2019 Resolution.doc

Presentation:

No

Approvals/Reviews:

Ryan Jansa	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**A RESOLUTION APPROVING THE SAN ANGELO POLICE DEPARTMENT
TO APPLY FOR THE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM (JAG)**

WHEREAS, the City Council of the City of San Angelo finds it in the best interest of the citizens of San Angelo, Texas that the SWAT Equipment Program be operated for the 2018-2019; and

WHEREAS, the City Council of the City of San Angelo agrees to provide no matching funds for said project as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) grant application; and

WHEREAS, the City Council of the City of San Angelo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of San Angelo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the City Council of the City of San Angelo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo approves submission of the grant application for the SWAT Equipment Program to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

Grant Number: 3563801

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

BY: _____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Frank Carter, Police Chief

APPROVED AS TO FORM:

Theresa James, City Attorney

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

Meeting Date: February 6, 2018

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of the termination and release of performance agreement with Data Management Inc., dba Time Clock Plus (R.Peña)

Summary/History:

The company desires to return the funds and terminate the agreement. The attached Termination and Release Agreement provides mutual release for Data Management Inc., dba Time Clock Plus and COSADC from any further obligations of the original Economic Development Performance Agreement.

Financial Impact:

\$326,000 in returned funds.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Release Agreement 15-417_COSADC_DATA_MGT_TIMECLOCK_EDA_TERMINATION_RELEASE.pdf
2. TCP Request to Terminate TCP_COSADC_Request to Terminate Agreement.pdf

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Dan Saluri	Approved
Theresa James	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Dan Saluri	Approved
Roland Pena	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**MUTUAL TERMINATION OF ECONOMIC DEVELOPMENT
PERFORMANCE AGREEMENT AND RELEASE**

This mutual termination of Economic Development Performance Agreement and Release is entered into by and between the City of San Angelo Development Corporation (COSADC) and Data Management, Inc., d/b/a/ TIME CLOCK PLUS, a Texas for profit corporation ("TimeClock Plus") collectively "the Parties".

WHEREAS, COSADC and TimeClock Plus entered into an Economic Development Performance Agreement, effective August 31, 2015 ("EDA"); and,

WHEREAS, pursuant to the EDA, COSADC paid \$326,000, as an economic development incentive to TimeClock Plus, and TimeClock Plus has returned the incentive payment to COSADC; and,

WHEREAS, the Parties desire to terminate the EDA and release each other from any present or future obligations or claims thereunder;

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

1. The foregoing recitals are acknowledged by the parties to be true and correct and are incorporated herein by this reference.
2. Each of the Parties acknowledges that the other is in compliance with the terms of the Agreement and that neither Party is in default.
3. COSADC does hereby release absolutely and forever discharge TimeClock Plus, and its officers, directors, owners, affiliates, successors and assigns from any and all actual or possible claims, charges, damages, demands, liabilities, obligations suits, or causes of action of every kind and nature whatsoever arising under the EDA.
4. TimeClock Plus does hereby release absolutely and forever discharge COSADC, and its officers, directors, owners/incorporators (inclusive of the City of San Angelo) successors and assigns from any and all actual or possible claims, charges, damages, demands, liabilities, obligations suits, or causes of action of every kind and nature whatsoever arising under the EDA.
5. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herei, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized officials, each signatory hereto warranting authorization of that Party's governing body, effective as of the date of last signature below.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Roland Peña, Secretary

Edward Carrasco, President

DATA MANAGEMENT INC, d/b/a TIME CLOCK PLUS

Jordy Moorman, President

WITNESSES:

BY: _____

ITS: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Roland Peña, Development Services
Director

Dan T. Saluri Deputy City Attorney



Data Management Inc.
1 TimeClock Dr.
San Angelo, Texas 76904
(325) 223-9500
www.timeclockplus.com

January 18, 2018

Ernie R. Nabors
Data Management Inc. / TimeClock Plus
1 TimeClock Dr.
San Angelo, TX 76904

Roland Pena
Director, Economic Development
City of San Angelo Development Corporation
69 N. Chadbourne St.
San Angelo, TX 76903

Re: Economic Development Performance Agreement By and Between City of San Angelo Development Corporation and Data Management Inc. (DMI")

Dear Roland,

We are returning the economic development incentive payment received in 2017 in the amount of \$326,000. We are requesting that the City Of San Angelo Development Corporation release DMI from the current Economic Development Performance Agreement without further recourse.

Our leadership staff determined that the funds would better benefit other organizations in the San Angelo Community that have a greater need for assistance.

We are appreciative that the Development Corporation made those funds available to us and for all of the work City personnel performed to draft the agreement and get it approved. We look forward to a strong relationship with the City and continued growth within the San Angelo Community.

Sincerely,

A handwritten signature in black ink, appearing to be "Ernie R. Nabors", written in a cursive style.

Ernie R. Nabors
Data Management Inc.
Chief Operating Officer

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Budget, 325-657-4268

Meeting Date: February 6, 2018

Item type: Consent Item

Caption:

Second public hearing and introduction of an ordinance amending the 2017-2018 budget for: Grants, Donations, and Capital Projects (T.Dierschke)

Summary/History:

This proposed amendment contains the following items (additional information attached):

- >Settlement for 2013 sealcoat contract
- >Revenue from cell towers and new computers
- >Rifle-resistant Body Armor Grant
- >Property and Casualty legal settlement
- >Kirby Park Rain Capture Project Donation
- >Adaptive Recreation League Donation
- >West Texas Water Partnership, Debt Service for COSADC
- >GAFB, business factory, insurance, Industrial Park, future projects for COSADC

Financial Impact:

\$4,931,838 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------|--|
| 1. | Memos | 01.23.18 BA Memos.pdf |
| 2. | Ordinance (with exhibits) | Ordinance.docx |
| 3. | Debt Scenario | 1-19-2018 San Angelo - Proposed 2018 COs.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Memo

To: Tina Dierschke, Finance Director
From: Patrick Frerich, Assistant Director of Operations
Date: 12/01/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the settlement from 2013 Sealcoat contract.

Source of Funding:

Brannan Paving

Funding previously approved? If so, by City Manager or City Council and when?

City Council approved the City Manager to negotiate settlement agreement on November 11, 2017.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
General Fund - Street and Bridge			0
Revenue	49,500	400,000	449,500
Expense	6,473,818	400,000	6,873,818
			0
			0
			0

Additional Comments:

Funds will be used to reapply product to the streets serviced during the 2013 Sealcoat Project.

Memo

To: Tina Dierschke, Finance Director

From: Russell Pehl, City Engineer

Date: 01/08/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To budget for revenue from cell towers and corresponding expense to purchase computer equipment.

Source of Funding:

Mobilitie cell towers

Funding previously approved? If so, by City Manager or City Council and when?

N/A

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
General Fund - Engineering			0
Revenue	0	4,500	4,500
Expense	0	4,500	4,500
			0
			0
			0

Additional Comments:

We would like the revenue from the permit fees and annual rental of the small cell towers to use to purchase needed office computers.

Memo

To: Tina Dierschke, Finance Director

From: Ryan Jansa, Budget Analyst

Date: 01/09/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for grant award to purchase Rifle-resistant plate carriers for our Police Officers.

Source of Funding:

Office of the Governor - Rifle-Resistant Body Armor Grant

Funding previously approved? If so, by City Manager or City Council and when?

Yes, approved to apply for the grant on 8/15/17.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Intergovernmental Fund - Police			0
Revenue	0	98,938	98,938
Expense	0	98,938	98,938
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Charles Hagen, Risk Manager

Date: 01/12/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for legal settlement from motorcycles accident.

Source of Funding:

Fund balance

Funding previously approved? If so, by City Manager or City Council and when?

Yes, approved during executive session on December 12, 2017.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Property and Casualty Fund			0
Expense	23,456	250,000	273,456
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Carl White, Parks and Recreation

Date: 12/20/17

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To receive San Angelo Area Foundation funds designated for the Kirby Park rain water capture project and corresponding expenditures.

Source of Funding:

The San Angelo Area Foundation

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Designated Revenue Fund - Parks			0
Revenue	0	25,000	25,000
Expense	5,000	25,000	30,000
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Brent Casey _____, Recreation Manager

Date: 12/13/17 _____

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for adaptive recreation league.

Source of Funding:

Donation from Vega Washer Pitching, Alex Vega.

Funding previously approved? If so, by City Manager or City Council and when?

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Designated Revenue Fund - Rec			0
Revenue	0	500	500
Expense	0	500	500
			0
			0
			0

Additional Comments:

Vega Washer pitching wished to donate funds to be used by the adaptive league ran by the City's Recreation Department.

Memo

To: Tina Dierschke, Finance Director
From: Roland Pena, Director of Economic Development
Date: 12/01/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To increase revenue budget to match the City's sales tax budget. To increase debt service and make adjustments to WTWP, Sports Facility Maintenance, and Future Projects to tie to ballot directives.



Source of Funding:

Forecasted sales tax revenue

Funding previously approved? If so, by City Manager or City Council and when?

N/A

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Sales Tax Revenue	5,652,000	468,000	6,120,000
West Texas Water Partnership	12,480	187,520	200,000
Debt Service	4,744,285	381,985	5,126,270
Sports Facility Maintenance	291,061	-5,708	285,353
Future Projects	137,632	-95,797	41,835
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Roland Pena, Director of Economic Development
Date: December 1, 2017
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To increase revenue budget to match the City's sales tax budget. To make adjustments to Interest, Chamber of Commerce Lease Income, CVCED, Insurance and Future Projects and to budget for the GAFB Project and Industrial Park - Phase II.

Source of Funding:

Forecasted sales tax revenue and fund balance

Funding previously approved? If so, by City Manager or City Council and when?

N/A

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Sales Tax Revenue	2,198,000	182,000	2,380,000
Lease Income	76,256	-1,291	74,965
GAFB Project	0	1,500,000	1,500,000
Business Factory	93,873	500	94,373
Industrial Park - Phase II	0	2,000,000	2,000,000
Insurance	17,700	2,400	20,100
Future Projects	296,603	182,000	478,603

Additional Comments:

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2017, AND ENDING SEPTEMBER 30, 2018, FOR INCOMPLETE
PROJECTS, DONATIONS, AND GRANTS.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2017-2018 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 23rd day of January, 2017, and APPROVED and ADOPTED on this the 6th day of February.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Bryan Kendrick, City Clerk

Brenda Gunter, Mayor

Approved as to Content and Form:

Tina Dierschke, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

<u>Fund</u>	<u>Total Revenue Amendment</u>	<u>Total Expense Amendment</u>	<u>Net Benefit/(Cost)</u>
101	\$404,500.00	\$404,500.00	\$-
103	\$98,938.00	\$98,938.00	\$-
320	\$-	\$250,000.00	\$(250,000.00)
601	\$25,500.00	\$25,500.00	\$-
Development Corp.	\$648,709.00	\$4,152,900.00	\$(3,504,191.00)
	\$1,177,647	\$4,931,838	\$(3,754,191)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Settlement for 2013 Sealcoat contract	Brannan Paving	\$400,000	\$400,000	\$-
Cell towers / Computers	Mobilitie cell towers	\$4,500	\$4,500	\$-
Rifle-resistant Body Armor	Office of the Governor Grant	\$98,938	\$98,938	\$-
Legal settlement	Fund Balance	\$-	\$250,000	\$(250,000)
Kirby Park Rain Capture Project	San Angelo Area Foundation	\$25,000	\$25,000	\$-
Adaptive recreation league	Vega Washer Pitching	\$500	\$500	\$-
West Texas Water Partnership/Debt Service	Sales Tax Revenue	\$468,000	\$468,000	\$-
GAFB, business factory, insurance, Industrial Park, future projects	Sales Tax Revenue and Fund Balance	\$180,709	\$3,684,900	\$(3,504,191)
		\$1,177,647	\$4,931,838	\$(3,754,191)

Overview of Proposed Series 2018 Certificates

City of San Angelo, Texas

January 19, 2018



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Vince Viaille | Managing Director
Office 214.373.3911 | Cell 806.773.4546
vince@spubfin.com

\$16,500,000; Proposed 2018 Certificates ⁽¹⁾

Tax Impact Analysis

FYE 9/30	Adjusted Taxable Value ⁽²⁾	Est. AV Growth	Existing Tax Supported D/S	Preliminary \$16,500,000 Series 2018			Estimated Existing & Proposed Tax Supported D/S	Use of Existing I&S Fund Balance	Estimated I&S Tax Rate ⁽³⁾
				Dated: 4/10 Principal	Est. @ 3.48% Interest	Total D/S			
2017	\$ 4,766,739,661	-		\$ -	\$ -	\$ -	\$ -	-	0.0986
2018	4,927,393,457	3.37%	3,367,317	1,350,000	180,444	1,530,444	4,897,761	(400,000)	0.0936
2019	5,075,215,261	3.00%	3,321,670	820,000	484,478	1,304,478	4,626,147	-	0.0935
2020	5,227,471,719	3.00%	3,297,081	1,000,000	466,278	1,466,278	4,763,359	-	0.0935
2021	5,384,295,870	3.00%	3,287,703	110,000	455,178	565,178	3,852,881	-	0.0734
2022	5,545,824,746	3.00%	3,313,401	305,000	451,028	756,028	4,069,428	-	0.0753
2023	5,712,199,489	1.00%	2,417,349	350,000	443,953	793,953	3,211,302	-	0.0577
2024	5,769,321,483	1.00%	2,289,550	360,000	435,428	795,428	3,084,978	-	0.0548
2025	5,827,014,698	1.00%	1,949,900	155,000	428,990	583,990	2,533,890	-	0.0446
2026	5,885,284,845	1.00%	1,955,000	310,000	423,178	733,178	2,688,177	-	0.0468
2027	5,944,137,694	1.00%	1,960,450	390,000	414,428	804,428	2,764,877	-	0.0477
2028	6,003,579,071	1.00%	1,951,725	540,000	402,803	942,803	2,894,528	-	0.0494
2029	6,063,614,861	1.00%	1,949,850	580,000	387,353	967,353	2,917,203	-	0.0493
2030	6,124,251,010	1.00%	1,074,800	980,000	364,688	1,344,688	2,419,488	-	0.0405
2031	6,185,493,520	1.00%	1,077,569	1,015,000	334,736	1,349,736	2,427,305	-	0.0402
2032	6,247,348,455	1.00%	1,078,856	1,045,000	300,463	1,345,463	2,424,319	-	0.0398
2033	6,309,821,940	1.00%	1,078,856	1,085,000	263,188	1,348,188	2,427,044	-	0.0395
2034	6,372,920,159	1.00%	1,077,038	1,125,000	221,700	1,346,700	2,423,738	-	0.0390
2035	6,436,649,361	1.00%	1,078,294	1,175,000	175,700	1,350,700	2,428,994	-	0.0387
2036	6,501,015,854	1.00%	894,300	1,215,000	127,900	1,342,900	2,237,200	-	0.0353
2037	6,566,026,013	1.00%		1,270,000	78,200	1,348,200	1,348,200	-	0.0211
2038	6,631,686,273	1.00%		1,320,000	26,400	1,346,400	1,346,400	-	0.0208
			\$ 38,420,708	\$ 16,500,000	\$ 6,866,507	\$ 23,366,507	\$ 61,787,216		

Assumptions:

⁽¹⁾ All financing assumptions are as of January 19, 2018 for purposes of illustration only.

⁽²⁾ FYs 2017 & 2018 Assessed Valuation are the current Net Taxable Assessed Value.; Estimated assessed valuation growth rates provided by the City.

⁽³⁾ Est. tax collections rate: 97.5%

Updated Rolling Certificates of Obligation Improvement Program

Includes Proposed \$16,500,000 Series 2018 Certificates

FYE 9/30	I&S Tax Rate Revenues		Existing	Certificates				(B) Total D/S	(4)	Use of Existing I&S Fund Balance	Est. New I&S Rate ⁽⁵⁾
	Assessed Valuation	Est. AV Growth	Existing Net Tax-Supported D/S ⁽³⁾	3.48% \$16,500,000 Series 2018	3.43% \$16,000,000 Series 2020	3.65% \$16,000,000 Series 2022	3.62% \$16,000,000 Series 2024				
2017	\$ 4,766,739,661	3.00% ⁽²⁾		-	-	-	-	-	-	-	0.0986
2018	4,927,393,457	3.37% ⁽²⁾	3,367,317	1,530,444	-	-	-	1,530,444		(400,000)	0.0936
2019	5,075,215,261	3.00% ⁽²⁾	3,321,670	1,304,478	-	-	-	1,304,478		-	0.0935
2020	5,227,471,719	3.00% ⁽²⁾	3,297,081	1,466,278	-	-	-	1,466,278		-	0.0935
2021	5,384,295,870	3.00% ⁽²⁾	3,287,703	565,178	1,063,313	-	-	1,628,491		-	0.0936
2022	5,545,824,746	3.00% ⁽²⁾	3,313,401	756,028	991,760	-	-	1,747,788		-	0.0936
2023	5,712,199,489	3.00% ⁽²⁾	2,417,349	793,953	980,885	1,021,973	-	2,796,810		-	0.0936
2024	5,769,321,483	1.00% ⁽²⁾	2,289,550	795,428	1,159,910	1,007,465	-	2,962,803		-	0.0934
2025	5,827,014,698	1.00% ⁽²⁾	1,949,900	583,990	1,160,710	765,865	841,293	3,351,858		-	0.0933
2026	5,885,284,845	1.00% ⁽²⁾	1,955,000	733,178	1,160,910	647,490	857,390	3,398,968		-	0.0933
2027	5,944,137,694	1.00% ⁽²⁾	1,960,450	804,428	1,160,510	611,365	875,140	3,451,443		-	0.0934
2028	6,003,579,071	1.00% ⁽²⁾	1,951,725	942,803	1,074,223	630,465	880,915	3,528,405		-	0.0936
2029	6,063,614,861	1.00% ⁽²⁾	1,949,850	967,353	1,062,173	634,190	920,715	3,584,430		-	0.0936
2030	6,124,251,010	1.00% ⁽²⁾	1,074,800	1,344,688	1,167,673	843,965	1,126,465	4,482,790		-	0.0931
2031	6,185,493,520	1.00% ⁽²⁾	1,077,569	1,349,736	1,168,385	883,990	1,133,540	4,535,651		-	0.0931
2032	6,247,348,455	1.00% ⁽²⁾	1,078,856	1,345,463	1,170,885	951,740	1,128,453	4,596,540		-	0.0932
2033	6,309,821,940	1.00% ⁽²⁾	1,078,856	1,348,188	1,167,085	1,010,615	1,121,315	4,647,203		-	0.0931
2034	6,372,920,159	1.00% ⁽²⁾	1,077,038	1,346,700	1,166,985	1,075,315	1,118,565	4,707,565		-	0.0931
2035	6,436,649,361	1.00% ⁽²⁾	1,078,294	1,350,700	1,170,385	1,136,615	1,108,515	4,766,215		-	0.0931
2036	6,501,015,854	1.00% ⁽²⁾	894,300	1,342,900	1,166,800	1,968,715	522,915	5,001,330		-	0.0930
2037	6,566,026,013	1.00% ⁽²⁾	-	1,348,200	1,171,108	1,972,015	1,444,815	5,936,138		-	0.0927
2038	6,631,686,273	1.00% ⁽²⁾	-	1,346,400	1,168,673	1,971,895	1,505,715	5,992,683		-	0.0927
2039	6,698,003,136	1.00% ⁽²⁾	-	-	1,169,495	1,973,220	1,508,515	4,651,230		-	0.0712
2040	6,764,983,167	1.00% ⁽²⁾	-	-	1,168,473	1,971,675	1,508,688	4,648,835		-	0.0705
2041	6,832,632,999	1.00% ⁽²⁾	-	-	-	1,972,158	1,506,208	3,478,365		-	0.0522
2042	6,900,959,329	1.00% ⁽²⁾	-	-	-	1,969,565	1,506,575	3,476,140		-	0.0517
2043	6,969,968,922	1.00% ⁽²⁾	-	-	-	-	1,509,585	1,509,585		-	0.0222
2044	7,039,668,611	1.00% ⁽²⁾	-	-	-	-	1,505,238	1,505,238		-	0.0219
			\$ 38,420,708	\$ 23,366,507	\$ 22,670,338	\$ 25,020,295	\$ 23,630,558	\$ 94,687,699			

Assumptions:

(1) FYs 2017 & 2018 Assessed Valuation are the current Net Taxable Assessed Value.

(2) Estimated assessed valuation growth rates provided by the City.

(3) Existing Tax-Supported D/S provided by the City.

(4) All financing assumptions are as of January 19, 2018 for purposes of illustration only. Interest rates include a hedge against potential upward rate movement.

(5) Est. tax collections rate: 97.50%

Draft Financing Timeline

Series 2018 Certificates of Obligation

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Tuesday, January 23, 2018** **Council Meeting** - City Council authorizes the Publication of the Intent to issue Certificates of Obligation.
- Thursday, January 25, 2018** First publication of the Notice of Intention to issue Certificates of Obligation in newspaper of general circulation.
- Thursday, February 1, 2018** Second publication of the Notice of Intention to issue Certificates of Obligation in newspaper of general circulation.
- Friday, February 2, 2018** Distribute Preliminary Official Statement (“POS”) for comments. SPFI makes application to Standard & Poor’s Global Ratings (“S&P”) and Fitch Ratings (“Fitch”).
- Week of:**
- Monday, February 12, 2018** Rating conference calls with S&P and Fitch.
- Friday, February 23, 2018** Receive ratings.
SPFI to post the POS.
- Tuesday, March 6, 2018** **Council Meeting** - City Council delegates the authority to the Pricing Officer to complete the sale of the Certificates of Obligation via a Parameters Ordinance.
- Thursday, March 8, 2018** **Competitive Sale** - Bids are received from broker/dealers. Bids are tabulated and verified by SPFI.
(9:00 am)
- Tuesday, March 20, 2018** **Financing Update** - SPFI to provide an overview of the sale to the City Council, if needed.
- Tuesday, April 10, 2018** **Closing Date** - Proceeds from the Certificates of Obligation will be delivered to the construction fund.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: February 6, 2018

Item type: Consent Item

Caption:

Consider approving BuyBoard Contract 524-17 from Miller Uniforms for the purchase of Rifle-Resistant Body Armor in the amount of \$98,938 using grant funds from the Rifle-Resistant Body Armor Grant Program and authorizing the City Manager to negotiate and execute any documents necessary (F.Carter)

Summary/History:

The San Angelo Police Department was authorized to apply for funds from the Rifle-Resistant Body Armor Grant on 8/15/17. The State of Texas announced that the San Angelo Police Department was awarded funds from the Rifle-Resistant Body Armor Grant Program from the Office of the Governor. The San Angelo Police Department is asking for approval of the purchase of the body armor for the Police Officers. These vest are rated to protect officers from rifle rounds to give the officer better ballistic protection. Officers will be able to put a plate carrier on over top of the uniform shirt during an active shooter situation. The vests will be purchased using BuyBoard contact 524-17 from Miller Uniforms & Emblems.

Financial Impact:

The Body armor will be purchased using grant funds. The Police Department will purchase 175 vests in the amount of \$98,938. They will be purchased using BuyBoard Contract 524-17 from Miller Uniforms.

Other Information/Recommendation:

Grant application in the amount of \$98,938 was approved by council on 8/15/17. The grant was awarded in the amount of \$98,938 on 1/9/18.

Attachments:

- | | |
|---------------------|--------------------|
| 1. Body Armor quote | Estimate438446.pdf |
|---------------------|--------------------|

Presentation:

No

Approvals/Reviews:

Ryan Jansa	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



Estimate

Date 8/1/2017
Estimate # 6532

Expires 3/31/2018
Project
Sales Rep Garey Jackson
For Tactical Quote
Phone
PO #
Shipping Method
Order Type Drop Ship
Customer Name San Angelo Police Dep...
Notes BuyBoard Contract
 524-17
Rush Date

826 Rutland Drive
 Austin TX 78758
 United States
 512-302-5541

Bill To
 SGT. DANIEL WILLIAMS
 401 E. Beauregard
 San Angeleo TX 76903
 United States

Ship To
 SGT. DANIEL WILLIAMS
 401 E. Beauregard
 San Angeleo TX 76903
 United States

Item	Quantity	Description	Options	Rate	Amount
Active Shooters Response Kit IV	175	Active Shooters Response Kit IV includes Point Blank Plate Carrier with 2 POLICE ID Panels and (2 ea) 10079-01 level IV shooters cut plates		506.00	88,550.00
Pouch for Molle Systems	175	Pouch for Molle Systems PCHUP2 8x4 utility		36.40	6,370.00
Pouch for Molle Systems	175	Pouch for Molle Systems PCHMR3 Double Horiz. Mag		22.96	4,018.00

Total \$98,938.00



6532



2017

Program of Work

GUIDING PRINCIPLES

- Increase the tax base to reduce the tax burden.
- Generate more sales tax revenues to maintain ED programs.
- Improve wages and salaries.
- Attract new businesses from higher skilled industries.
- Retain and expand existing businesses.
- Create and retain jobs.

SIX STRATEGIES

1. Business Retention and Expansion
2. Workforce Development Infrastructure
3. Entrepreneurial and Small Business Development
4. Industry Target Marketing
5. Infrastructure and Capital Investment
6. Proficiency and Compliance

Business Retention/Expansion

Objective: Assist in the development of local expansion projects. These new projects, along with projects currently underway, will create new jobs and retain existing jobs.

	2017 GOALS	2017 RESULTS TO DATE
Awareness Campaign	1	1
Appreciation Event(s)	2	2
Retention Visits	30	66 calls / 31
Local expansion projects – ED Agreements	6	5
New Jobs/Indirect Jobs	50/100	314/265
Retained Jobs/Indirect	150-200	210/291
Capital Investment	\$15 M	\$22.2 M
Annual Economic Output	\$40 M	\$137.7 M
Local Industry Support	3	6

Tasks	Who	When Completed	Status
Promote the BREP Business to Business & BREP Programs via multimedia including print, radio, TV, the new COSADC website and other electronic / social media	BRE Coordinator	4 th Quarter	Implementation scheduled for second half. Most of the efforts are direct calling and network outreach.
Create 2 BREP appreciation/educational event with local company CEOs/GMs	BRE Coordinator	4 th Quarter	1) 1st Event held March 16, 2017 2) 2nd Event held November 2, 2017
Conduct 30 retention/expansion visits and determine business trends/needs.	BRE Coordinator	4 th Quarter	1) Principal LED 2) Netco Energy Products, Inc. 3) Project Box 4) Project Prime C

			5) Project Rain 6) Project Overwatch 7) Project Texan 8) AEP Transmission Services 9) Project Smart Data 10) Precision Optical 11) Ener-Tel 12) Pitts Oilfield Services 13) Century Trailer Inc. 14) West Texas Steel and Supply Inc. 15) Project Onshore 16) DanHil Containers 17) Briley Machine Works, LLC 18) FedEx Freight 19) Aermotor Windmill Co. Inc. 20) Elite Solutions 21) LB Machine Works 22) Detmar Logistics, LLC 23) STL/Division of STL, Inc. 24) Longhorn Temnant 25) Standards Testing Labs 26) Global Data Technologies 7 27) Mueller, Inc. 28) Goodfellow AFB 29) Engine Pro Machine 30) MedHab LLC. 31) TimeClock Plus
Tasks	Who	When Completed	
Negotiate 6 economic development performance agreements creating the retention and creation of jobs.	Business Retention Expansion Coordinator	4th Quarter	1) Principal LED (\$516,123 incentives) - \$2,870,000 capital investment for Real Property purchase, improvements, fixtures and equipment by company for expansion. Retaining 51 direct / 50 indirect jobs to add 50 new jobs and 31 indirect jobs with an annual economic output of \$21 M and increase in gross area product \$8.4 million annually.

			2) Netco Energy Products, Inc. (\$60,000 incentives) – \$1,621,000 capital investment for new building and equipment. In addition they intend to relocate or create 20 new positions, consolidating all their personnel and operations in San Angelo. Retaining 6 direct / 5 indirect jobs adding 20 new jobs and 17.7 indirect jobs with annual economic output of \$7.6 M and increase in gross area product of \$5.1M annually. 3) AEP will build a 74,000 sq. ft. facility on 52 acres at the San Angelo Business and Industrial Park with an estimated \$12.5 million capital investment. 21 new and 44 indirect new jobs in two years, retaining 85 and 177 indirect jobs. Expected \$24.9 M in annual economic output and \$14.7 million annual increase in gross area product. 4) Detmar Logistics, LLC: \$300,000 in incentives, \$5,000,000 capital investment for business personal property and equipment, retaining 44 direct and 33 indirect jobs and hiring 195 new jobs (120 jobs over 5 years) with 148 indirect economic output of \$75.5 million and an increase in gross area product of \$38.4 million 5) Elite Solutions will expand and create a BICSI Authorized Training Facility (only type of its facility in West Texas) with storage for product/inventory at a capital investment of \$175,000: \$40,260 incentives; retaining 24 direct and 26 indirect jobs and creating 28 and 24 indirect new jobs in 4 years. On an annual basis, at full operation, the project will support \$8.7 million in annual economic output or sales for businesses in community and this economic activity will result in an increase in gross area product of \$5.5 million annually.
Support local industry companies on legislative/regulatory/economic development issues by submitting testimony or letters to local, state or federal elected officials or committees.	Business Retention Expansion Coordinator ED Director/Board	4 th Quarter	1) Letter of Support submitted to the Finance Legislative Committee on behalf of SBDC and its continued funding for small business services. 2) The COSADC Board voted to reduce the lease amount in response to ASU's request and support of the SBDC. The SBDC's revenue was reduced by 38% during the Legislative Session. The COSDC Board reduced the lease rate by 40% for the next two years. 3) Letter of support provided with SBDC's nomination for one of our businesses (Bryan Vincent - PLED) for Small Business Person of the Year. Bryan Vincent of Principal LED did receive the "Small Business Person of the Year" award. In addition, staff attended along with ED Partners; WDB & SBDC, the U.S. Small Business Administration

(SBA), San Antonio District Office and the South-West Texas Border Small Business Development Center Network business awards ceremony on Thursday, May 4, 2017. The special awards ceremony themed, "Celebrating Entrepreneurs" was held at the Omni Colonade in San Antonio during Small Business Week. Fourteen categorical awards were presented to worthy businesses.

- 4) COSADC Board passed project resolution on October 25th and the \$1.5 M allocation in support of in-kind contribution. The approval 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 \$8.8M. 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. 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. ED Director wrote a letter of support along with other ED Partners to go along with the grant application.
- 5) Letter of Support provided on June 27th to Howard College for the San Angelo Area Health Foundation application for the Construction Trades Program. Howard College was awarded \$74,044 on September 28th.
- 6) Letter of Support provided on May 26th to Consho Valley Workforce Development Board for the Wagner-Peyser program funds for funding the Tom Green County Work Ready Community Partnership project.

			The Texas Governor's Office awarded \$161,841 on August 22, 2017. The contract began in November 2017.
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Entrepreneurial and Small Business Development

Objective: *To support entrepreneurship and new business development by growing the client base in the business factory, utilizing the BRC as intended and supporting the Business Plan Competition.*

	2017 GOALS	2017 RESULTS
Development of Marketing Plan	1	1
Business Plan Competition Complete 2017 / Plan-Announce 2018	1	1 / 1
Business Plan Agreements	3	3
Business Factory Contracts	2	1
Increase activity at BRC by 10% (People/Events)	3087 / 436.7	2413 / 525

Tasks	Who	When Completed	Status
Develop and execute a marketing plan that will create an awareness of the Business Factory and Business Resource Center. The plan will result in two additional clients for the Business Factory and increase activity of the events and people utilizing the BRC facilities.	Executive Assistant Coordinator	4 th Quarter	Development of plan - Completed and submitted 12/12/17. Advisory Panel Policy Manual approved by COSADC on 04-26-2017; Appointed Panel members by COSADC on 05-24-2017. Advisory Panel meetings are held quarterly. First meeting held on 07-06-2017; Total of 2 meetings held.
Work with ASU-SBDC and the ASU Business Class to conduct the Business Plan Competition.	Executive Assistant Coordinator SBDC	2 nd Quarter	ASU-SBDC and COSADC performed the following: Announcement of BP completed 10/26/16 • Business Plan Phase I completed 02/06/17 • Meeting w. semifinalists 03/08/17 • Phase II Deadline for Draft BP on 03/27/17 • Announcement of Winners at COSADC Board Mtg - 04/26 Winners included: 1st Place HR Onboarding Solutions, LLC. - provides an electronic form transactional solution that integrates into third party software systems seamlessly eliminating the need for paper forms, manual processes, and manual data entry., 2nd

			Place – Moontime - a new start-up manufacturing a monthly subscription membership box of healing products designed specifically for women during their moontime cycle; & 3rd Place Longhorn Coffee Company - offers fresh roasted and blended coffees. Produces and sells specialty coffee sold at local community events, grocery stores, and online. • Executed agreement w. Longhorn Coffee Co 05/03/17 • Executed agreement on 5/8 with Moontime • Executed agreement w. HR Onboarding on 05/18. • Business Competition 2017 is complete. • Planning for next year's competition began September. • Announced 2018 BP Competition at COSADC 11-13-2017 • Marketing of 2018 BP Competition initiated in December 2017.
Execute 2 Business Factory performance contracts for incubation and creation of new jobs.	Executive Assistant Coordinator	4 th Quarter	1) Executed agreement on 03/20/17 with W. TX Beacon - provides an affordable technology to local businesses and community organization as a means for advertising and communication. Total of 3 clients: W. TX Beacon, OdomRD; and Earth Partners
Increase by 10% the level of activity in terms of meetings and participants through enhancing BRC programs. 2016 Year use: -SBDC conference room (111 times) -BRC Training room(143 meetings and events) -BRC Conference room (143 times) Total of people 2807 and 397 events, with 7.07 people average per event.	ASU-SBDC ED Staff	4 th Quarter	Activity through June 23: 2017 use to date: • SBDC conference room (176 times) • BRC Training room (112 meetings and events) • BRC Conference room (237 times) Total of people 2413 and 525 events, with 4.6 people average per event. Did not meet participant goal, but exceeded event goal.

Targeted Marketing

	2017 GOALS	2017 RESULTS	Objective: Support the marketing activities to generate response packages, prospect visits, and formal proposals to prospects. These activities will result in the relocation of more primary employers, the attraction of more new jobs, and the sale of sites in San Angelo.
Response Packages / Formal Proposals	25 / 4	21 / 1	
Prospect Incoming Visits / External Trips	5 / 2	11 / 3	
Develop leads through ED Allies	7	9	
Trade Shows	2	1	
New Sales Tax Initiative	1	-	
Develop Site Database	1	1	
Marketing, Lease, or Sale of local sites	4	20 / 2 / 1	
Successful Company Locations	2	2	
New Jobs/Indirect	100 / 200	159 / 127	
Capital Investment	\$6 M	\$6.1 M	
Economic Output	\$25 M	\$61.5 M	

Tasks	Who	When Completed	Status
Prepare response packages or formal proposals to company prospects.	Chamber Marketing & Recruitment (CM) Economic Development Staff (ED)	4 th Quarter	1. CM - Project PACK - Response package sent 01/30/2017. 2. CM - Project VTEX - Response package sent 02/22/2017. 3. CM - Project ASPEN - Response package sent 02/10/2017. 4. CM - Project LUKE (call center) - Response package sent 02/02/2017. 5. CM - Project GRANITE – Response package and workforce research personally delivered 02/21/17 6. CM - Project MEDTECH - The formal proposal sent 03/01/2017. 7. CM - BREP Project TANKS – Awaiting financials for discussion about local expansion of up to 23 acres including 5 new manufacturing buildings. 03/21/2017 8. CM - BREP Project SPRING - sent information on the market and community profiles were delivered to local and national leadership. 04/24/2017

9. RW Group - a skilled nursing facility developer from Jackson, TN. Seeking city and county resolutions of support prior to commitment to the San Angelo market.
10. US Well Services - Full package sent. Hosted Mr. Williams in San Angelo to review location options. Leased 20 acres and a facility on Arden road at \$10,000 per month.
11. PHi Helicopter rotor-wing medical transportation. Toured airport and met with chamber leadership. Would hire 10 employees.
12. Marathon Oil Exploring entry into the market and a contract with Pitts oilfield services.
13. EDT Gov Office - Project Laminate TX - sent RFI package on July 1, 2017.
14. EDT Gov Office - Project Red Oriole - Sent full RFI to Gov. Econ Dev office for 165,000 sf development in the industrial park. Collaborated with COSADC on response package. Sent on 6/14/17.
15. Project STEEL - Conxtech a steel fabrication company. need rail but might be ok with the NOV plant since it is near a rail marshaling yard. Sent on May 2, 2017,
16. Project PIPESTEEL (DRAGON PRODUCTS PES) - based out of Beaumont, Texas. Purchased the former NOV plant for \$4 million in September 2017. Hiring 125 employees initially with another 75 in approx 6 months.
17. Project VTEX - Response package sent - 02/22/2017. Follow up call 3/5 states still some interest but trying to identify facility needs.
18. Project ASPEN - Response package sent - 02/10/2017. Follow up call 4/3/17 - determined they want to be in a facility near Dallas
19. Project LUKE (call center) - Response package sent - 02/02/2017 and follow up call on March 20, 2017. No change
20. Project KINGS CANYON – Governor's office sent response per request
21. Project CAPITOL REEF – Governor's office sent response per request

<i>Tasks</i>	<i>Who</i>	<i>When Completed</i>	<i>Status</i>
Work with commercial brokers, utility providers, Texas Department of Agriculture, Governor's Office of Economic Development, site selector consultants, Existing Businesses and other allies	Chamber Marketing & Recruitment (CM) Economic Development Staff (ED)	4 th Quarter	1. CM - Project PACK - Response package sent 01/30/2017. 2. CM - Project VTEX - Response package sent 02/22/2017. 3. CM - Project ASPEN - Response package sent 02/10/2017. 4. CM - Project LUKE (call center) - Response package sent 02/02/2017. 5. CM - Project GRANITE – Response package and workforce research personally delivered 02/21/17 6. CM - Project MEDTECH - The formal proposal sent 03/01/2017. 7. CM - BREP Project TANKS – Awaiting financials for discussion about local expansion of up to 23 acres including 5 new manufacturing buildings. 03/21/2017 8. CM - BREP Project SPRING - sent information on the market and community profiles were delivered to local and national leadership. 04/24/2017 9. RW Group - a skilled nursing facility developer from Jackson, TN. Seeking city and county resolutions of support prior to commitment to the San Angelo market. 10. US Well Services - Full package sent. Hosted Mr. Williams in San Angelo to review location options. Leased 20 acres and a facility on Arden road at \$10,000 per month. 11. PHi Helicopter rotor-wing medical transportation. Toured airport and met with chamber leadership. Would hire 10 employees. 12. Marathon Oil Exploring entry into the market and a contract with Pitts oilfield services. 13. EDT Gov Office - Project Laminate TX - sent RFI package on July 1, 2017. 14. EDT Gov Office - Project Red Oriole - Sent full RFI to Gov. Econ Dev office for 165,000 sf development in the industrial park. Collaborated with COSADC on response package. Sent on 6/14/17.

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Tasks	Who	When Completed	
Attend 2 trade shows with industrial allies or ED Partners	Chamber Marketing (CM) / ED Staff (ED)	4 th Quarter	1. CM - BIO International - with the Texas Wide Open for Business recruiting and promotion booth. Office of the Governor. Met with potential prospects that visited the booth.
Prospect meeting inbound and coordination of tour of San Angelo facilities and meetings / External outbound site visit to prospect	Chamber Marketing (CM) / ED Staff (ED)	4 th Quarter	1. CM - Inbound - Project PACK on May 25, 2017. Toured industrial park and met with COSADC and workforce ED partners. Focus is on 10 acres Tract 17 in the Industrial Park. 2. CM – Inbound & Outbound - Project MEDTECH medical device manufacturer. – July 5-6/2017

			3. CM - Inbound - Project VTEX - Industrial components fabricator. 4. ED – Inbound – Project AT – May 10, 2017 5. CM - Inbound – Project WING 6. CM – Outbound - Project GRANITE – Response package and workforce research personally delivered 02/21/17 7. CM - BREP Project TANKS – Awaiting financials for discussion about local expansion of up to 23 acres including 5 new manufacturing buildings. 03/21/2017 8. CM - BREP Project SPRING - sent information on the market and community profiles were delivered to local and national leadership. 04/24/2017 9. CM - Inbound - RW Group - a skilled nursing facility developer from Jackson, TN. Seeking city and county resolutions of support prior to commitment to the San Angelo market. 10. CM - Inbound - US Well Services - Full package sent Hosted Mr. Williams in San Angelo to review location options. Leased 20 acres and a facility on Arden road at \$10,000 per month. 11. CM - Inbound - PHi Helicopter rotor-wing medical transportation Toured airport and met with chamber leadership. Would hire 10 employees. 12. CM - Inbound - Project PIPESTEEL (DRAGON PRODUCTS PES) - based out of Beaumont, Texas. Purchased the former NOV plant for \$4 million in September 2017. Hiring 125 employees initially with another 75 in approx 6 months.
<i>Tasks</i>	<i>Who</i>	<i>When Completed</i>	<i>Status</i>
Make prospecting trips to 2 firms in “target” (energy, agribusiness, regional goods-services, information tech, customer support, advance manufacturing & logistics) industries	Chamber Marketing (CM) / ED Staff (ED)	4 th Quarter	1. CM - External – Project GRANITE – Met with staff in their Odessa office to discuss facility and workforce needs. 2. CM - External – Project MEDTECH – Met with ownership in San Diego, CA, toured facility. Discussed facility, workforce and prospective timing of a potential relocation to San Angelo.

			3. CM - External - Project BKAT - Toured out of town facility with owner. Provided San Angelo market data and property options
Create a new initiative to identify sales tax leakage.	ED Staff	2 nd Quarter	1. Move to 4 th quarter. Not accomplished in the calendar year.
Develop a Building and Site Database for recruitment and expansion purposes	Chamber Marketing	1 st Quarter	(CM) - Property Search Database (Xceligent) - installed on chamber website. COSADC website linked to the property search database.
Market available local office, buildings, and industrial sites to targeted NAICS Code prospects. / Affordable housing, mixed use and retail sites are marketed by City Staff Only.	Chamber Marketing (CM) / ED Staff (ED)	4 th Quarter	1. CM - 6455 US 277 industrial bldg. 2. CM - 808 Strawn Road - Ind. bldg. 3. CM - 4431 Petro Drive - Ind. bldg/land 4. CM - 4124 Dan Hanks Road 5. CM - 1221 Grand Canal Road 6. CM - 1710 Cox Lane - land 7. CM - 1221 Hill Street 8. CM - 3430 Jackson/Foster - land 9. CM - 6033 Loop 306 - bldg 10. C/ED - San Angelo Industrial Park - land (tract 17) 11. CM - 22 Acres - Petro Drive 12. CM - 6738 Side View Road – NOV 13. ED – 6738 Side View Road - NOV 14. ED - San Angelo Industrial Park – land (tracts 21 & 22) 15. ED – Ind. Park – May Closing Invermex - 4.25 acre track 24) 16. ED – Ind. Park – March Closing AEP – 52 acre 17. ED – Retail sites on Sherwoodway, Knickerbocker, Loop 306 18. ED – Affordable Housing – Martin Luther King 19. ED – Project Rain – Industrial Park 20. CM – Project TCO – several sites in city 21. CM – 4240 Sunset and Sunset Station

			22. CM – 1182 E. Gas Plant Rd. 23. CM – San Angelo Industrial Park (tract 17) 24. CM – Petro Drive 25. ED – 1182 E. Gas Plant Rd
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Workforce Development

Objective: To support the development of training and workforce certifications ensuring an educated, trained and skilled workforce for business and industry.

	2017 GOALS	2017 RESULTS
Support of funding the RN Program at Howard College	\$75,000	\$75,000
Support of Howard College with recognition of the program	1	2
Howard College – Angelo State University new program/curriculum or project	1	1
Achieve or exceed ACT Tom Green County WRC Goals	Emerging workforce (students) 256 Currently employed 40 Transitioning goals (job seekers) 253 Supporting Employers 68	Emerging workforce (students) 272 Currently employed 347 Transitioning goals (job seekers) 578 Supporting Employers 108

Tasks	Who	When Completed	Status
Support Howard College along with other partners the 2 nd year of the accelerated Licensed Vocational Nurse (LVN) to Registered Nurse (RN) Associate Degree Nursing (ADN) program	ED Staff	4 th Quarter	- HC compliant with agreement and second Year payment of \$75,000 made February 28, 2017. - Program recognized with Workforce Excellence Award at the annual TEDC Spring Conference in Plano, Texas on June 8, 2017. Partners involved in the development of the program attended. - Recognized by the City Council – where 24 students were introduced to the public as a result

			of the program and graduating 7/20/2017. Partners involved in development of the program attended.
Work with Howard College Angelo State University for the development of new program/curriculum or project that supports workforce development.	ED Staff	4 th Quarter	Working with Howard College on three initiatives: • Training for higher IT skills • Construction Trades – Resolution approved on October 25th for project designation and budget allocation of \$168,000. Performance Agreement with Concho Valley WDB to follow in January 2018. • Welding
In collaboration with private sector business and industry team meet the ACT Workforce Ready Goals for Certification of Tom Green County Workforce.	ED Staff	4 th Quarter	Steering Committee has been working diligently to meet the ACT Goals. The following actions have evolved in the last twelve months: • Mike Buck assumed the ACT Texas Council role • Roland assumed the lead position on the local steering committee • COSADC approved MOU with ASU for AmeriCorp Vista professional to work out of COSADC. 3-22-2017 Sara LaMog hired by AmeriCorp Vista 3-22-2017 and the following tasks have been accomplished through her efforts. • Program and Marketing Plan Developed and finalized May 16 • Wagner Peyser Grant Application submitted for year 2 on June 9th and awarded \$161,841 on August 22,2017, starting November 22,2017; • Employer luncheons- 3 luncheons held; 50 attendees; . • Educator Luncheons – 2 luncheons held; 46 attendees;

- | | | | |
|--|--|--|--|
| | | | <ul style="list-style-type: none">• Roland Peña & Mike Buck served on panel for Best Practices model at ACT Workforce Summit in Austin, November 8-10, 2017;• Received Certification Award at Summit, November 2017• Tom Green County Commissioners pledged to use NCRC as requirement for County hire November 2017;• Regional Effort – expanded into McCulloch and Menard Counties; engaged Schleicher, Regan, Sutton, and Concho Counties; |
|--|--|--|--|

Infrastructure and Capital Investment

Objective: *Provide support to projects and site locations where business development has the potential of a higher economic impact.*

	2017 GOALS	2017 RESULTS	Capital Investment
Infrastructure Projects	2	2	4
Development Agreements	2	3	\$60.8 M
Memberships / PTP & I-14 Conferences	4	4	5
TIRZ funded agreements	7	16	\$2.24 M

Tasks	Who	When Completed	Status
Combine ED Sales Tax with other sources of private, state, federal funds to provide infrastructure to business and industrial sites in San Angelo for development.	ED Staff	4th Quarter	4-26-2017 COSADC Board approved Professional Services Agreement with Grant Works to perform grant administration services on behalf of COSADC related to an Economic Development Assistance (EDA) grant application preparation, submission to the U. S. Economic Development Administration, and project implementation. EDA Engineer – 4-26-2017 COSADC Board passed a resolution approving a professional services agreement with Parkhill Smith & Cooper (PSC) to provide conceptual design only at this stage. Once concept is approved actual design will begin. Notice to Proceed issued June 1, 2017. PSC is currently working with Grant Works to provide information for the initial grant application.

			4-26- COSADC Board approved \$165,000 allocation to provide Telcom Fiber to the SA Industrial Park. 6-1-2017 Notice to Proceed issued to Grant Works. Grant Works to perform grant administration services on behalf of COSADC related to an Economic Development Assistance (EDA) grant application preparation, submission to the U. S. Economic Development Administration, and project implementation. 9-30-2017 EDA Pre-Application Submitted. 12-13-2017 EDA Final Application Submitted for \$1.25 Million request and \$1.25 Million local match.
Utilize staff and all available municipal/state/federal economic development tools /resources for accomplishing development agreements of economic development projects, i.e.; housing, retail, business or industrial development.	ED Staff	4 th Quarter	4-26-2017 Commitment approved by COSADC for \$750,000 for 5 years to help in collaborative funding of \$26 M project to upgrade 16 blocks of Chadbourne for safety, pedestrian, linkage, infrastructure improvements. 4-17-2017 Performance Agreement #1 - Zimmerman Properties LLC Company for execution of a Promissory Note payable to COSADC in the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000). The Note shall be secured by Deed of Trust of even date therewith. The loan allowed the company to secure Texas Housing Tax Credits. The project was awarded and the estimated capital investment is over \$10 M and encompasses

approximately 18 acres. The project will feature 72 units and possible phase two.

3-22-2017 MOU Agreement #2 COSADC executed with the City of San Angelo providing funding not to exceed \$100,000 for the engineering studies and application to TxDot Set Aside Program.

3-8-2017 COSADC executed MOU Agreement #3 for the Extension of Sewer Main into Phase 2 of the San Angelo Business and Industrial Park. The new sewer main will run by the northern portion of the industrial park and will provide the infrastructure needed for a future company (ies) locating in Phase 2. The estimated cost of a new sewer main for the portion in Phase II is shared with Tom Green County. However, the Memorandum of Understanding provides for an upfront payment of \$4000 with the remainder to occur once a company connects to the sewer main. The total costs are estimates at this time since the project has not been completed. Total Capital Investment for Tom Green County Jail \$50 M.

2-22-2017 COSADC approved a Resolution in support of the application of ZP Kirby Commons, LP for development of the Affordable Rental Housing Project located within the Blackshear Revitalization Area of the City of San Angelo (Corner of N.Bryant and E. 29th St) ZP Kirby Commons, LP submitted an application to the Texas Department of Housing and Community

			Affairs (TDHCA) for the 2017 Low Income Housing Tax Credit Program for funding of the Kirby Commons, and an award will require matching local funds in the form of a loan or an in-kind contribution. The loan is for \$10,000.
Support the Ports to Plains Alliance (I-27), Gulf Coast Strategic Highway Coalition (I-14), and Texas Pacifico initiatives.	ED Staff	4 th Quarter	-February 7, 2017; I-14 GCSC held annual meeting in Austin. ED Director and Tommy Hiebert COSADC President attended. -February 7, 2017; I-27 held board meeting in Austin. City Councilmember Charlotte Farmer and COSADC Director John Bariou attended. -April 22, 2017; ED Director attended the I-14 sign unveiling ceremony for 25 miles from Copperas Cove to Belton on Hwy 190. The event was held in Killeen, Texas and was attended by several Congressional Representatives. -April 24th-28th City Council member Lane Carter attended the annual Ports to Plains Congressional trip to Washington DC along with other PTP Board members. -September (12-14) 2017 Board Director Bariou and Mayor Gunter attended the Annual Ports to Plains Conference in Lubbock. -November 23,
Continue TIRZ administrative duties to assist infill redevelopment and or rehabilitation of existing land and buildings.	ED Specialist	4 th Quarter	As of 9/6/17, there are a total of 15 agreements in place. 8 North TIRZ agreements: Wendland Manufacturing, La Carbonera, Western Sky Steakhouse, 2821 N. Chadbourne, 2829 N. Chadbourne, 112 W. 29th St., 2816 MLK Dr., and Bee Gzzz's, 800 N. Chadbourne, for a total projected capital investment of N. Zone: \$1,773,3177 and 8 TIRZ South agreements: 23 W. Beauregard,

			28 N. Chadbourne, 30 N. Chadbourne, 32 N. Chadbourne, 59 N. Chadbourne, 113 E. Twohig, 220 N. Chadbourne and 236 W. 2nd St. for a total projected capital investment in S. Zone of: \$462,177.12. Total projected capital investment for both zones is \$2,235,494.
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Proficiency and Compliance

Objective: Ensure staff is adequately trained with necessary skills, has the economic data required to perform their tasks, and meets state regulatory compliance.

	2017 GOALS	2017 RESULTS
Professional Training for personnel	6	4
Update / Create Economic Data	1	-
Annual Compliance Review	1	-

Tasks	Who	When Completed	Status
Continue the development of professional skills through economic development training.	ED Staff	4 th Quarter	1 - Leadercast held at the LeGrand Alumni and Visitors Center on May 5th. Shannon Scott attended. The event invites community business and organization leaders to access the knowledge and experience of world-renowned leadership experts. During Leadercast, The Leadercast event ran from 7:30 a.m. to 3:30 p.m. as it broadcasted live from Atlanta, Ga., to hundreds of sites around the world, including ASU. More than 100,000 people around the world attended this year's 18th annual Leadercast. 2 - May 17 – TEDC Webinar "Financing Programs to Support Rural Development" 3 - ED Director attended the TEDC's 2017 Mid-Year Conference on June 6-9. Served on a Workforce Panel and presented on Contract Compliance using recent Lawsuit as Case Study. Other presenters included Theresa James City Attorney and Outside Counsel Todd Harlow. The two and one-half day event featured numerous general and breakout sessions on economic

			development topics and trends, Peer Group Roundtables and networking receptions. 4 - ED Director serves on the IEDC Awards Committee. Attending the Excellence in Economic Development Awards Committee Judging event on June 10-13, Arlington, VA. 5 – October 18-20 three staff members and Director Bill Dendle attended the TEDC Annual Conference in Houston.
<i>Tasks</i>	<i>Who</i>	<i>When Completed</i>	<i>Status</i>
Work to update or create Economic and Market Assessment Data.	ED Staff	4 th Quarter	ASU Business College evaluating ability to update the data.
Maintain the Annual Compliance Review.	ED Staff	4 th Quarter	The current CPA firm that COSADC uses served notice of a conflict of interest and notified inability to conduct the annual compliance review. The CPA firm has conducted the review for the past two years.

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

Meeting Date: February 6, 2018

Item type: Regular Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the Board President to execute a Memorandum of Understanding with Tom Green County providing local matching funds for the Fall 2017 DEAA Grant in support of the Goodfellow Air Force Base Training Mission Project (R.Peña)

Summary/History:

This item authorizes the Board President to execute 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. The COSADC Board approved the resolution on January 31st with a unanimous vote of 6-0.

The local funds are leveraged with State and Federal Funds to expand the mission of the intelligence training mission of the base which will require renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required under the grant.

Tom Green County will act as the fiscal agent and administrator of the grant. 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. In addition, approval of this MOU and City Council ratification schedule allows the County to hire the architect in a timely manner as is currently needed to assist in the building design.

The total costs for the Project are estimated at \$8.8 million. The Board approved a Resolution determining the Project on October 25th, 2017 as part of the grant submittal to the Governor's Office. 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 with a 4-0 vote.

The COSADC match was 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 with a 5-0 vote. 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 allows students from 32 countries to attend intelligence training. On November 21st of 2017 a Ribbon Cutting Ceremony was held at Goodfellow for the first of the buildings called the International Intelligence Training Center.

Financial Impact:

\$1.5 Million

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-------------------|---|
| 1. | ResolutionMOU | 18-232_COSADC_TGC_DEAAG_K- 2018_RESO.docx |
| 2. | ProjectResolution | 2017-1025_GoodfellowResol.pdf |

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Roland Pena	Approved
Dan Saluri	Approved
Theresa James	Approved
Julia Antilley	Approved
Candice Blake	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 BOARD PRESIDENT TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TOM GREEN COUNTY PROVIDING LOCAL MATCHING FUNDS FOR THE FALL 2017 DEAA GRANT IN SUPPORT OF THE GOODFELLOW AIR FORCE BASE TRAINING MISSION 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 GAFB is intelligence training for all branches of the United States Military; and, TGC; and,

WHEREAS, GAFB desires to expand the mission of the intelligence training mission of the base which will require renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required for instruction (hereinafter "Project"); and,

WHEREAS, TGC has applied for and has been awarded 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 in the sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500.000.); and,

WHEREAS, on October 25, 2017, the COSADC Board 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 authorizes the Board President to negotiate and execute a Memorandum of Understanding with Tom Green County (TGC) in substantially the attached form to provide required local matching funds in a sum not to exceed ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500.000.) under 2017 Defense Economic Adjustment Assistance Grant (DEAA) awarded to TGC for the Goodfellow Air Force Base Project.

PASSED, APPROVED, and ADOPTED on this the 31st day of January 2018.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

ATTEST:

By: _____
Edward Carrasco, Board President

By: _____
Roland Peña, Corporation Secretary

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

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,

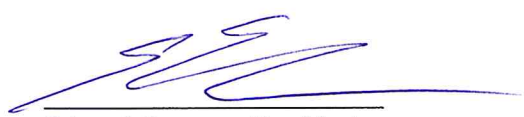
WHEREAS, on October 25, 2017, the board of directors of COSADC determined that the Project and provision of funding for a portion of matching funds required as stated in the MOU are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business 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.

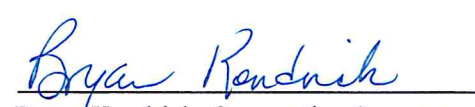
PASSED, APPROVED, and ADOPTED on this the 25th day of October, 2017.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: 

Edward Carrasco, President

ATTEST:

By: 

Bryan Kendrick, Corporation Secretary

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: February 6, 2018

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance naming a new street "Sherwood Way Service Road," constructed by the Texas Department of Transportation and dedicated by transfer of right-of-way to the City of San Angelo, located west of the 5500 block of Sherwood Way in West San Angelo - (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

West Houston Harte Expressway Frontage Road is located in west San Angelo. With the construction of an HEB grocery store and similar commercial development on Sherwood Way, the existing West Houston Harte Expressway Frontage Road was reconstructed to meet the needs of the current and future development and then was dedicated by Transfer of Right-of-Way from the Texas Department of Transportation (TxDOT) to the City.

With the elimination of the previous Houston Harte Expressway Frontage Road and the construction of a new City street, there is a need to name that newly constructed City street. Since the new street no longer functions as a frontage road to the TxDOT expressway, but acts more like a service road to Sherwood Way, the recommended name is "Sherwood Way Service Road", which is also consistent with a similar service road along another portion of Sherwood Way.

Financial Impact:

Cost of signage to be determined by the Operations Department and to paid for by the City.

Other Information/Recommendation:

On December 11, 2017, the Planning Commission recommended APPROVAL of the request by a vote of 7-0.

Attachments:

- | | | |
|----|-----------------|--|
| 1. | Staff Report | CC Street Name Change Staff Report (updated).pdf |
| 2. | Draft Ordinance | Street Name Change_Ordinance_FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

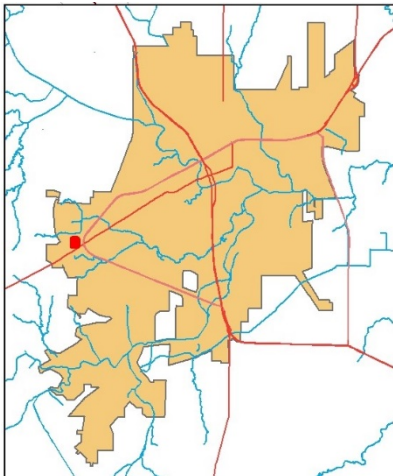
Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

CITY COUNCIL –February 6 & 20, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
New Street Name		Sherwood Way Service Road	
SYNOPSIS:			
A request for approval of a new Street Name for Sherwood Way Service Road. The request is to name a 1,350-foot length of this street's right-of-way beginning at Houston Harte Expressway Frontage Road continuing southwest then south to Sherwood Way.			
LOCATION:		LEGAL DESCRIPTION:	
West Houston Harte Expressway Frontage Road southeast of The Bluffs Subdivision		Being a 1350-foot length of this street's right-of-way beginning at Houston Harte Expressway Frontage Road continuing southwest then south to Sherwood Way, immediately southeast of The Bluffs Subdivision, San Angelo, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #6 – Billie DeWitt Bluffs Neighborhood	General Commercial (CG)	Commercial	1350 Linear Feet
THOROUGHFARE PLAN:			
<u>West Houston Harte Expressway Frontage Road</u> – Local Road – ROW 50' Required (Varies) – Pavement Width 40' Required (40' Existing)			
NOTIFICATIONS:			
Two notifications were mailed to properties directly adjacent to the street segment on November 27, 2017. One response has been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed new street name of Sherwood Way Service Road .			
PETITIONERS:			
City of San Angelo			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			

**Staff Report – Street Name Change – Sherwood Way Service Road
February 6 & 20, 2018**

Street Name Change: West Houston Harte Expressway Frontage Road is located in the west San Angelo. With the construction of the HEB and similar commercial on Sherwood Way the existing West Houston Harte Expressway Frontage Road was reconfigured to meet the needs of the current and future development. Since the road no longer acts as a feature to the Expressway and more as a service road to Sherwood Way, Staff believe the new name more clearly represents the street as it is today.

1. Whether or not the street name change would confuse motorists and emergency vehicles

- The proposed new street name appears unlikely to confuse motorists and emergency vehicles. Since the new road acts more as an accessory to Sherwood Way, this change would help relieve confusion and differentiate the small remaining segment from the existing expressway. The new configuration of West Houston Harte Expressway Frontage Road is currently a short Local Street and there are no addresses using this street as a destination or reference point. From an emergency response standpoint, City staff stand ready to make any necessary data changes to ensure a minimal disruption in response times, should the Ordinance authorizing the name designation be adopted. The emergency 911 address coordinator has not indicated any objections to the proposed street name.

2. Whether there is the same or similar name to the proposed street name

- There is an existing portion of road that acts accessory to Sherwood Way near the intersection of Oxford Drive which is named Sherwood Way Service Road. Since this road will be similar in nature, Staff believes this will not pose a problem and instead clarify the use.

3. Whether or not there is a justified reason to rename the street such as the naming for the betterment of the community or to honor a public figure

- Since the road no longer acts as an accessory use to the expressway and instead services business along Sherwood Way, Staff believes this would clarify the use of the road as well as avoid confusion.

Planning Commission Minutes:

Public hearing and consideration of a request to change "West Houston Harte Expressway Frontage Road" to "Sherwood Way Service Road," over a 1,350-foot length of the street's right-of-way, beginning at Houston Harte Expressway Frontage Road, continuing southwest, then south, to Sherwood Way, immediately southeast of The Bluffs Subdivision.

Hillary Bueker, Senior Planner, presented the proposed street name change request and displayed photographs of the surrounding area. She explained that changing this segment of West Houston Harte Expressway Frontage Road to "Sherwood Way Service Road" would clarify the name for emergency personnel and help to avoid confusion.

Chairperson Priess asked if there would be any addressing along this street.

**Staff Report – Street Name Change – Sherwood Way Service Road
February 6 & 20, 2018**

Ms. Bueker responded that there would not be any addressing here, but that the purpose of the change was to avoid confusion.

There was no public comment.

Commissioner Stribling made a Motion to APPROVE the request to change “West Houston Harte Expressway Frontage Road” to “Sherwood Way Service Road,” over a 1,350-foot length of the street's right-of-way as presented. Commissioner Spano seconded the Motion. **The Motion passed unanimously, 6-0.**

Recommendation:

Staff's recommendation is for City Council to **APPROVE** a new street name to **Sherwood Way Service Road**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photos of Street Segment
Resident Letter

**Street Name Change****West Houston Harte Expressway Frontage Road
to Sherwood Way Service Road**

Council District: SMD #6 - Billie DeWitt
Neighborhood: Bluffs

Scale: 1" approx. = 150 ft

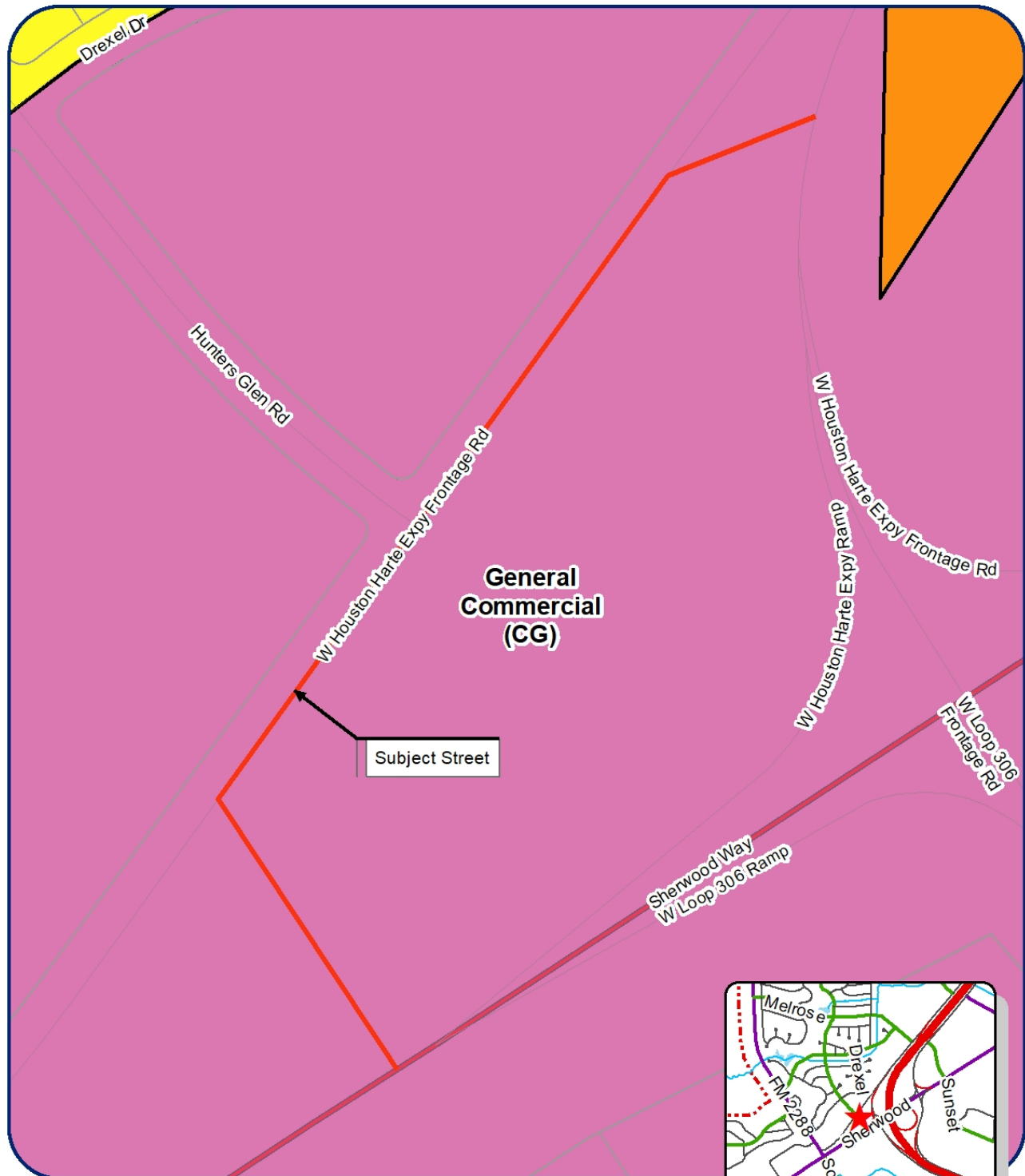


**Street Name Change****West Houston Hart Expressway Frontage Road
to Sherwood Way Service Road**

Council District: SMD #6 - Billie DeWitt
Neighborhood: Bluffs

Scale: 1" approx. = 150 ft



**Street Name Change****West Houston Harte Expressway Frontage Road
to Sherwood Way Service Road**

Council District: SMD #6 - Billie DeWitt
Neighborhood: Bluffs

Scale: 1" approx. = 150 ft



Photo of Street Segment



West Houston Harte Expressway Frontage Road Looking Southwest



New West Houston Harte Expressway Frontage Road Near HEB



Looking South towards Walmart



Looking North towards HEB from Sherwood Way



Staff Report – Street Name Change – Sherwood Way Service Road
February 6 & 20, 2018

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X)

IN FAVOR

()

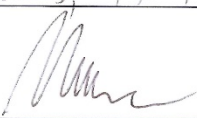
IN OPPOSITION

REASON(S) MAKES SENSE - EASILY RECOGNIZABLE BY
MOST RESIDENTS

NAME: MICHAEL McMAHON

ADDRESS: Box 795 483

Dallas, TX 75379

SIGNATURE: 

Street Name Change: Sherwood Way Service Road

Property owner number: 1

If you have any questions about these proceedings, please call Hillary Bueker, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at hillary.bueker@cosatx.us.

AN ORDINANCE NAMING A NEW STREET “SHERWOOD WAY SERVICE ROAD,”
CONSTRUCTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)
AND DEDICATED BY TRANSFER OF RIGHT-OF-WAY TO THE CITY OF SAN
ANGELO, LOCATED WEST OF THE 5500 BLOCK OF SHERWOOD WAY IN WEST
SAN ANGELO; PROVIDING FOR PERMANENTLY AFFIXING ANY NECESSARY
GEOGRAPHICAL AND ADDRESS-RELATED REFERENCES THERETO; AND
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, West Houston Harte Expressway Frontage Road is a Texas Department of Transportation (TxDOT) right-of-way and is classified as a local street in the City’s Major Thoroughfare Plan; and,

WHEREAS, TxDot has vacated that part of W. Houston-Harte Expressway Access Road from its terminus at Southland Blvd. north to the Expressway; and,

WHEREAS, TxDot has constructed and dedicated by Transfer of Right-of-Way (Recorded as Instrument No. 201800284, Official Public Records, Tom Green County, Texas) a new street west of the vacated right-of-way for purposes of servicing commercial development west of the 5500 block of Sherwood Way, as more particularly described in **Attachment “1,”** hereto, and depicted at page 6 of 8, Exhibit “A” to said Transfer of Right-of-Way.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF SAN ANGELO THAT:

SECTION 1: That certain street constructed by TxDOT west of the 5500 block of Sherwood Way, dedicated by Transfer of Right-of-Way from TxDOT to the City, and depicted at page 6 of 8 of Exhibit “A” to **Attachment 1** hereto, is hereby named “Sherwood Way Service Road.”

SECTION 2: Geographical and address related references to said street shall be updated and permanently affixed, identifying said street as “Sherwood Way Service Road”

SECTION 3: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance

SECTION 4: This Ordinance shall become effective from and after the date of adoption.

INTRODUCED on the **23th day of January, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **6th day of February, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

ATTACHMENT 1

201800284 ASSIGNMENT Total Pages: 12



TRANSFER OF RIGHT OF WAY

STATE OF TEXAS

§
§
§

COUNTY OF TOM GREEN

US 67

RCSJ 0077-06-100

Tract 1

THE STATE OF TEXAS, acting through the Texas Transportation Commission and on behalf of the Texas Department of Transportation, hereinafter referred to as **Grantor**, pursuant to Minute Order 115109 passed by the Texas Transportation Commission on November 16, 2017, as shown by the official minutes of the Texas Transportation Commission, in consideration of the City of San Angelo assuming jurisdiction, control, and maintenance of the highway right of way the subject of this transfer, as described in Exhibit A, for public road purposes, has this day Sold and Transferred and by these presents does Grant, Assign, Sell, and Convey unto the **CITY OF SAN ANGELO, TEXAS**, hereinafter referred to as **Grantee**, all of Grantor's right, title, and interest in and to that certain tract or parcel of land situated in Tom Green County, Texas, said land being more particularly described in Exhibit A, attached hereto and made a part hereof; **SAVE AND EXCEPT**, however, there is excepted and reserved herefrom all of Grantor's right, title, and interest, if any, in and to all of the oil, gas, sulphur, and other minerals, of every kind and character, in, on, under, and that may be produced from the land.

ADDITIONAL RESERVATION: If the real property conveyed herein as described in Exhibit A ceases to be used for public road purposes, said real property shall immediately and automatically revert to the state. This transfer is pursuant to V.T.C.A., Transportation Code, Chapter 202, Subchapter B, Section 202.021(e)(2).

Anything herein to the contrary notwithstanding, this transfer is made subject to the rights of any and all existing public utilities or common carriers in accordance with V.T.C.A., Transportation Code, Chapter 202, Subchapter B, Section 202.029. Any required adjustment will be at no cost to Grantor. In addition, this transfer is subject to all matters of public record and to all easements, leases, agreements, or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation, or inquiry, including but not limited to the rights of parties in possession.

BY THE ACCEPTANCE OF THIS TRANSFER OF RIGHT OF WAY, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed.

Executed this the 29th day of December, 2017.




GREG ABBOTT
GOVERNOR OF TEXAS

Recommended for Approval:


James M. Bass
Executive Director

Attest:



Rolando B. Pablos
Secretary of State

Approved:

Ken Paxton
Attorney General

By: 
Garland Williams
Assistant Attorney General

NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006 AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE SIGNATURE OF THE GOVERNOR.

Assignee's Address:
City of San Angelo
72 W. College Ave.
San Angelo, TX 76903

WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE; (b) ZONING; (c) TAX CONSEQUENCES; (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS; (f) OPERATING HISTORY OR PROJECTIONS; (g) VALUATION; (h) AVAILABILITY AND ADEQUACY OF UTILITIES; (i) GOVERNMENTAL APPROVALS; (j) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.

This Transfer of Right of Way is expressly made by Grantor and accepted by Grantee without any warranty of title of any kind, oral or written, express or implied, whether existing by common law or by statute or any other manner. Grantee expressly agrees that the implied covenants set forth in Section 5.023 of the Texas Property Code are not applicable to this Transfer of Right of Way.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee and Grantee's successors and/or assigns forever, subject to the limitations and conditions hereinabove stated.

EXHIBIT "A"

County: Tom Green
Highway: US 67
Limits: SL 306 to FM 2288
STA. 9+00 to STA. 30+14.62
ROW CSJ: 0077-06-100

Page 1 of 8

Description of Tract 1

Being a 3.436 acre (149,672 square foot) tract of land situated in the D. R. Hodges Survey, Deaf and Dumb Asylum Survey 1, Abstract No. 8278 and the D. R. Hodges Survey, Deaf and Dumb Asylum Survey 2, Abstract No. 8279, City of San Angelo, Tom Green County, Texas, and being a portion of a tract of land described as Parcel 52 conveyed to the State of Texas for the right-of-way of US 67 as recorded in Volume 749, Page 455 of the Deed Records of Tom Green County, Texas, said 3.436 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERS" (controlling monument) found for corner in a northerly right-of-way line of US 67 (a variable width right-of-way), said 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERS" being the west corner of said tract of land conveyed to the State of Texas in Volume 749, Page 455, said 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERS" being the most easterly south corner of Lot 3, Block 46 of Second Replat in Tract I Section Twenty-Nine The Bluffs Addition, an addition to the City of San Angelo, Tom Green County, Texas as recorded in Instrument No. 201406752 of the Official Public Records of Tom Green County, Texas, said 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERS" also being the most easterly south corner of Lot 1, Block 46 of the First Replat in Tract 1 Section Twenty-Nine The Bluffs Addition, an addition to the City of San Angelo, Tom Green County, Texas as recorded in Instrument No. 594971 of said Official Public Records of Tom Green County, Texas, from which a 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERING" (controlling monument) found for the most westerly south corner of said Lot 3 bears North 78 degrees 17 minutes 31 seconds West, a distance of 70.25 feet, said 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERING" being the intersection of a northerly right-of-way line of said US 67 with the northeast right-of-way line of FM 2288 (a 120.0' right-of-way); THENCE North 56 degrees 41 minutes 02 seconds East, with the northwesterly line of said tract of land conveyed to the State of Texas in Volume 749, Page 455, with the northwesterly right-of-way line of said US 67, with the southeasterly line of said Lot 3 and with the southeasterly line of said Lot 1, a distance of 106.43 feet to a point for the beginning of a curve to the left having a radius of 1876.86 feet, a central angle of 20 degrees 19 minutes 26 seconds and whose chord bears North 46 degrees 32 minutes 56 seconds East, a chord distance of 662.27 feet; THENCE Northeasterly, with said curve to the left, with the northwesterly line of said tract of land conveyed to the State of Texas in Volume 749, Page 455, with the northwesterly right-of-way line of said US 67, with the southeasterly line of said Lot 3 and with the southeasterly line of said Lot 1, passing at an arc length of 106.60 feet, a point for the

As of September 22, 2015

EXHIBIT "A"

Page 2 of 8

County: Tom Green
 Highway: US 67
 Limits: SL 306 to FM 2288
 STA. 9+00 to STA. 30+04.62
 ROW CSJ: 0077-06-100

Description of Tract 1

east corner of said Lot 3, and passing at an arc length of 352.73 feet, a point for the east corner of said Lot 1 and the south corner of Lot 2, Block 46 of said First Replat in Tract 1 Section Twenty-Nine The Bluffs Addition, in all, an arc length of 665.75 feet to a point for corner in the southeasterly line of said Lot 2, from which a 1/2 inch iron rod with cap stamped "GREYSTONE ENGINEERS" found for reference bears South 34 degrees 10 minutes 54 seconds East, a distance of 0.22 feet; THENCE North 36 degrees 22 minutes 59 seconds East, with the northwesterly right-of-way line of said US 67, with the northwesterly line of said tract of land conveyed to the State of Texas in Volume 749, Page 455 and with the southeasterly line of said Lot 2, a distance of 227.36 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for the **POINT OF BEGINNING**, said 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" having surface coordinates of N=10,485,922.39 and E=2,241,730.81, said 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" being 395.42 feet left of and at right angles to centerline Station 20+90.94 of the proposed centerline of US 67;

- 1.) **THENCE** North 36 degrees 22 minutes 59 seconds East, with the northwesterly right-of-way line of said US 67 and with the northwesterly line of said tract of land conveyed to the State of Texas in Volume 749, Page 455, a distance of 984.83 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for corner in the southeasterly line of The Bluffs Addition Section Thirty, an addition to the City of San Angelo, Tom Green County, Texas as recorded in Volume 147, Page 204 of said Official Public Records of Tom Green County, Texas, said 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" being the beginning of a non-tangent curve to the right having a radius of 430.00 feet, a central angle of 19 degrees 57 minutes 30 seconds, and whose chord bears North 71 degrees 51 minutes 35 seconds East, a chord distance of 149.03 feet, from which a 1/2 inch iron rod (controlling monument) found for the southwest corner of a called 1.524 acre tract of land conveyed to Jack Tubb and Wanda Tubb and J. Scott Tubb and Merry Tubb as recorded in Volume 137, Page 159 of said Deed Records of Tom Green County, Texas bears North 36 degrees 22 minutes 59 seconds East, a distance of 483.76 feet and North 01 degrees 04 minutes 39 seconds East, a distance of 48.83 feet and South 27 degrees 42 minutes 01 seconds East, a distance of 9.17 feet and North 36 degrees 22 minutes 59 seconds East, a distance of 473.77 feet, said 1/2 inch iron rod being

As of September 22, 2015

EXHIBIT "A"

County: Tom Green
Highway: US 67
Limits: SL 306 to FM 2288
STA. 9+00 to STA. 30+04.62
ROW CSJ: 0077-06-100

Page 3 of 8

Description of Tract 1

in the existing northwesterly right-of-way line of US 67 and the northeasterly line of a called 10.0 acre tract of land conveyed to Bill V. Davis as recorded in Volume 503, Page 54 of said Deed Records of Tom Green County, Texas;

- 2.) **THENCE** Easterly, with said non-tangent curve to the right, an arc length of 149.79 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for the beginning of a non-tangent curve to the left having a radius of 768.00 feet, a central angle of 12 degrees 41 minutes 25 seconds, and whose chord bears South 07 degrees 08 minutes 13 seconds West, a chord distance of 169.76 feet;
- 3.) **THENCE** Southerly, with said non-tangent curve to the left, an arc length of 170.10 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for the beginning of a non-tangent curve to the left having a radius of 270.00 feet, a central angle of 35 degrees 56 minutes 36 seconds, and whose chord bears South 54 degrees 19 minutes 07 seconds West, a chord distance of 166.62 feet;
- 4.) **THENCE** Southwesterly, with said non-tangent curve to the left, an arc length of 169.38 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for corner;
- 5.) **THENCE** South 36 degrees 20 minutes 49 seconds West, a distance of 672.90 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for corner;
- 6.) **THENCE** South 33 degrees 14 minutes 46 seconds East, a distance of 137.66 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for corner in the south line of said Parcel 52 and in the north line of a called 2.702 acre tract of land conveyed to the State of Texas as recorded in Volume 420, Page 392 of said Deed Records of Tom Green County, Texas;
- 7.) **THENCE** South 56 degrees 42 minutes 29 seconds West, with the south line of said Parcel 52 and with the north line of said 2.702 acre tract of land, a distance of 160.00 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC FORT WORTH, TEXAS" set for corner;

As of September 22, 2015

EXHIBIT "A"

Page 4 of 8

County: Tom Green
Highway: US 67
Limits: SL 306 to FM 2288
STA. 9+00 to STA. 30+04.62
ROW CSJ: 0077-06-100

Description of Tract 1

8.) **THENCE** North 33 degrees 14 minutes 46 seconds West, a distance of 204.83 feet to the **POINT OF BEGINNING**, and containing 149,672 square feet or 3.436 acres of land, more or less.

NOTES:

- 1.) Bearings are based on the Texas State Plane Coordinate System, NAD-83(2011), Central Zone (4203). Coordinates, distances and areas shown are surface values utilizing a TXDOT surface adjustment factor for Tom Green County of 1.0002.
- 2.) A plat of same date herewith accompanies this legal description.
- 3.) This survey was performed without the benefit of a title commitment.
- 4.) All stations and offsets shown are calculated relative to the project centerline (US 67 centerline) unless otherwise noted.

I, Richard Kennedy, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

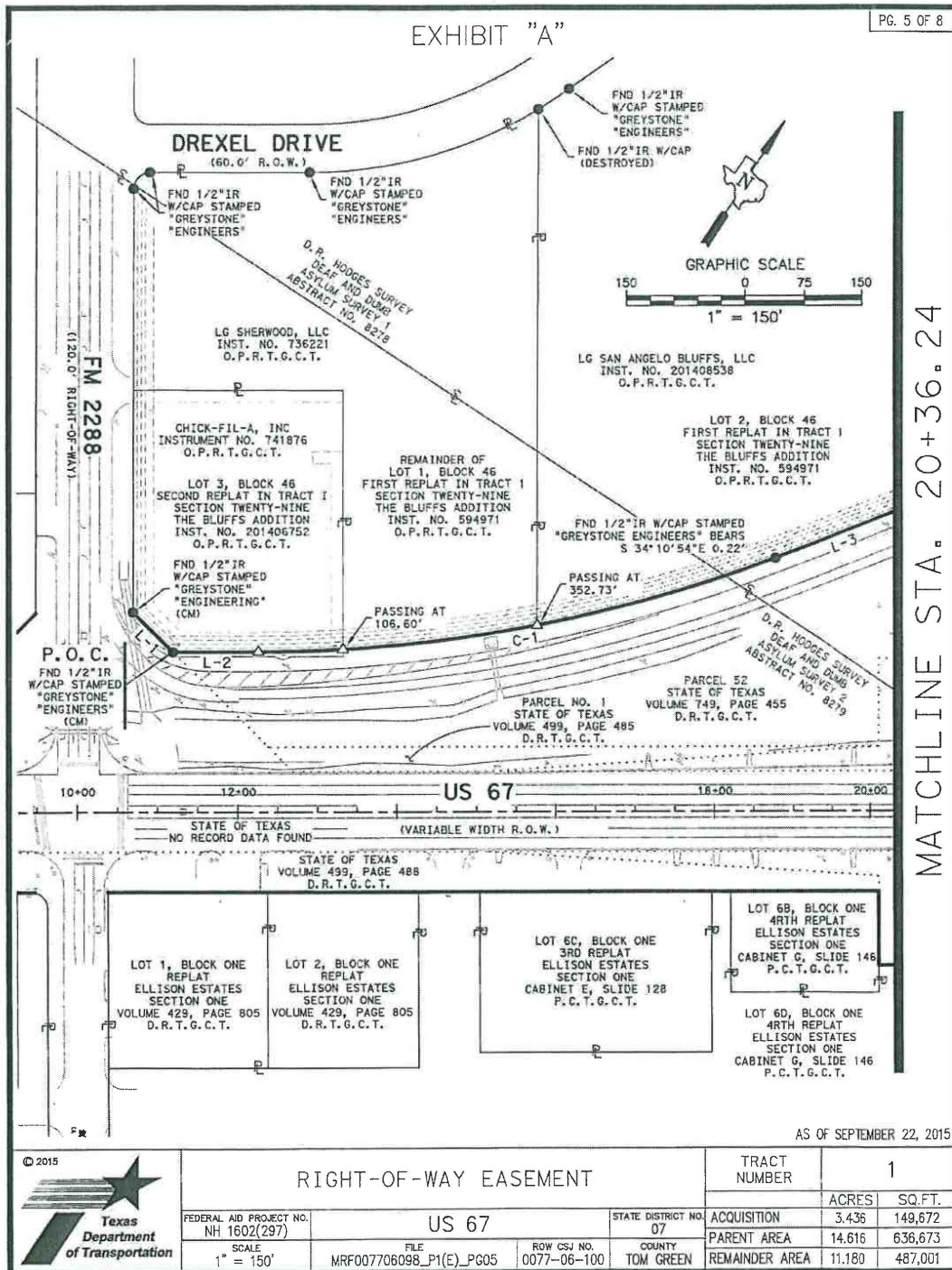
Surveyed on the Ground
September 22, 2015

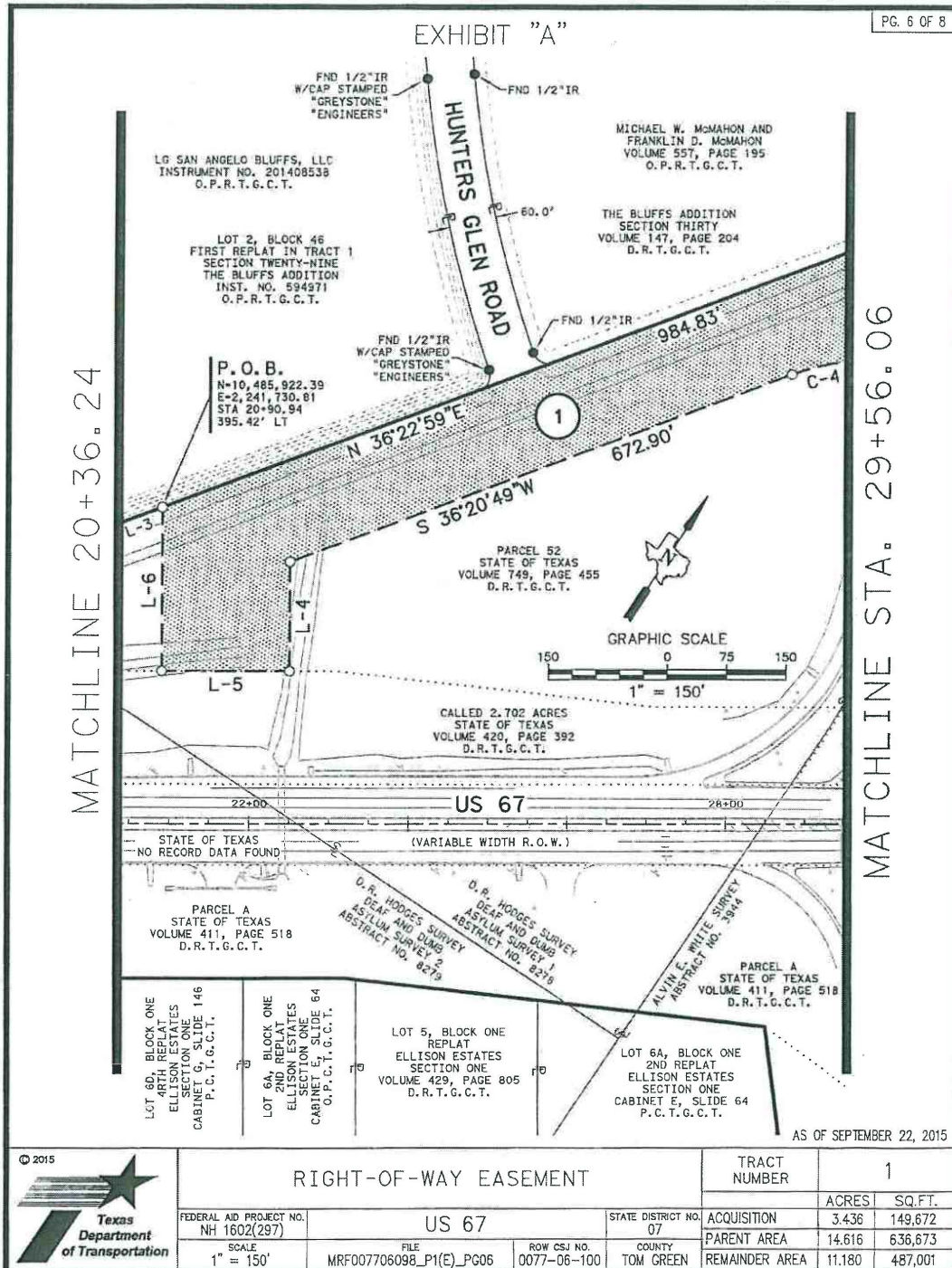
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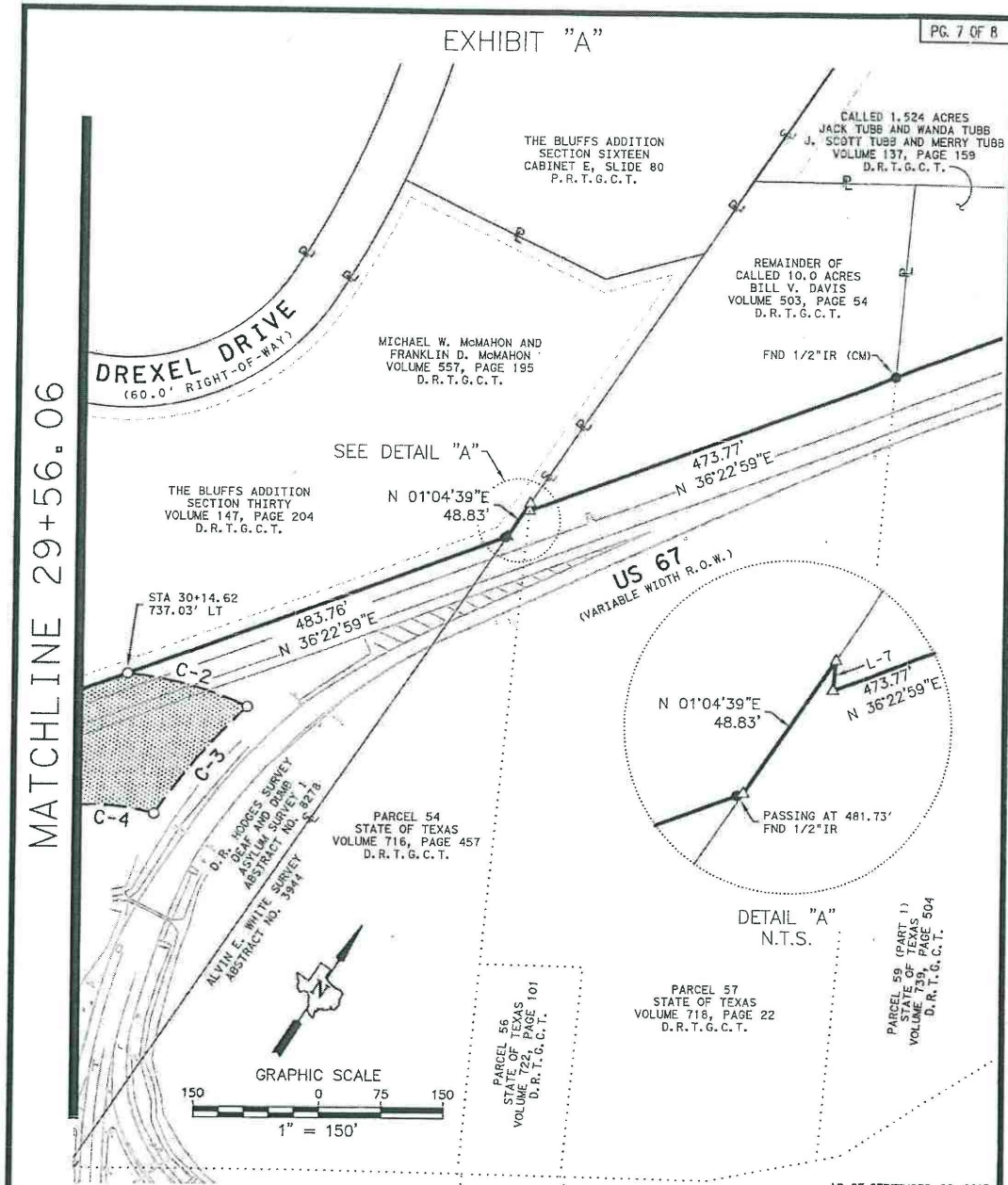


Richard Kennedy
Registered Professional Land Surveyor
Texas No. 5527
Texas Firm No. 10106900

As of September 22, 2015







AS OF SEPTEMBER 22, 2015

	RIGHT-OF-WAY EASEMENT				TRACT NUMBER	1
	FEDERAL AID PROJECT NO. NH 1602(297)	US 67	STATE DISTRICT NO. 07	ACQUISITION	ACRES	SQ.FT.
	SCALE 1" = 150'	FILE WRF007706098_P1(E)_PG07	ROW CSJ NO. 0077-06-100	PARENT AREA	14.616	636,673
			COUNTY TOM GREEN	REMAINDER AREA	11.180	487,001

EXHIBIT "A"

PG. 8 OF 8

- TXDOT TYPE I MONUMENT FOUND
- ▣ TXDOT TYPE II MONUMENT FOUND (UNLESS OTHERWISE NOTED)
- MONUMENT FOUND (SIZE & TYPE NOTED)
- △ CALCULATED POINT
- ▣ TXDOT TYPE II MONUMENT SET
- 5/8" IRON ROD WITH BLUE CAP STAMPED "GORDON & ASSOC INC FORT WORTH TEXAS"

1 TRACT NUMBER

ADL ACCESS DENIAL LINE
 INST. NO. INSTRUMENT NUMBER
 D.R.T.G.C.T. DEED RECORDS OF TOM GREEN COUNTY, TEXAS
 O.P.R.T.G.C.T. OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS
 P.C.T.G.C.T. PLAT CABINETS OF TOM GREEN COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 R.O.W. RIGHT-OF-WAY
 (CM) CONTROLLING MONUMENT

NOTES:

- 1.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83(2011), CENTRAL ZONE (4203). COORDINATES, DISTANCES AND AREAS SHOWN ARE SURFACE VALUES UTILIZING A TXDOT SURFACE ADJUSTMENT FACTOR FOR TOM GREEN COUNTY OF 1.0002.
- 2.) A LEGAL DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS PLAT.
- 3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- 3.) ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (US 67 CENTERLINE) UNLESS OTHERWISE NOTED.
- 4.) TOPOGRAPHIC INFORMATION SHOWN HEREON IS FROM A DIGITAL FILE SUPPLIED BY TXDOT

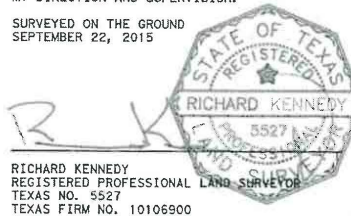
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 78°17'31"W	70.25'
L-2	N 56°41'02"E	106.43'
L-3	N 36°22'59"E	227.36'
L-4	S 33°14'46"E	137.66'
L-5	S 56°42'29"W	160.00'
L-6	N 33°14'46"W	204.83'
L-7	S 27°42'01"E	9.17'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	1876.86'	20°19'26"	N 46°32'56"E	662.27'	665.75'
C-2	430.00'	19°57'30"	N 71°51'35"E	149.03'	149.79'
C-3	768.00'	12°41'25"	S 07°08'13"W	169.76'	170.10'
C-4	270.00'	35°56'36"	S 54°19'07"W	166.62'	169.38'

- S — APPROXIMATE SURVEY LINE
- E — EXISTING TXDOT R.O.W. LINE
- P — PROPERTY LINE
- — — PROPOSED EASEMENT LINE
- — — PROPOSED CENTERLINE
- — — PROPOSED R.O.W. LINE
- — — PROPOSED R.O.W. LINE AND ACCESS DENIAL LINE
- DEED LINE

I, RICHARD KENNEDY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY DECLARE THAT THIS DESCRIPTION AND ACCOMPANYING PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

SURVEYED ON THE GROUND
 SEPTEMBER 22, 2015



RICHARD KENNEDY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 5527
 TEXAS FIRM NO. 10106900

AS OF SEPTEMBER 22, 2015



RIGHT-OF-WAY EASEMENT

RIGHT-OF-WAY EASEMENT				TRACT NUMBER	1
FEDERAL AID PROJECT NO. NH 1602(297)	US 67	STATE DISTRICT NO. 07	ACQUISITION	ACRES	3.436
SCALE 1" = 150'	FILE MRF007706098_P1(E)_PG08	ROW CSJ NO. 0077-06-100	PARENT AREA	14.616	636,673
		COUNTY TOM GREEN	REMAINDER AREA	11.180	487,001

CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Elizabeth McGill

Elizabeth McGill County Clerk
Tom Green County, Texas
01/08/2018 02:33 PM
Fee: \$66.00
201800284 ASSIGNMENT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: February 6, 2018

Item type: Regular Item

Caption:

Discussion of the 2018-2023 Capital Improvement Plan preparation - (Presentation made by Finance Director, Tina Dierschke)

Summary/History:

The capital planning process and Capital Improvement Plan (CIP) was established to provide a routine process for identifying, evaluating, and advocating the capital needs of the City of San Angelo. Projects must have a useful life of at least three years, cost more than \$25,000 and require at least six months to complete. Street, water, drainage and park projects are in the CIP, as are new facilities and facility improvements. The formal CIP process was implemented in 2007 and is required by the City charter. The CIP aids the City Council when making funding allocations in the annual operating budget.

This agenda item is to update the Council on staff's progress in preparing the 2018-2023 CIP. Capital projects have been submitted and reviewed for priority and relevance to the community. The CIP committee and Council will consider funding to complete projects during the budget preparation process this summer.

Preparation of the 2018-2023 CIP began December 4, 2017, when instructions were provided to project managers. On December 15, 2017, project managers submitted proposals. Management and finance staff reviewed the draft 2018-2023 CIP on January 10, 2018. A link to the draft document can be found in Exhibit A.

A public forum was held on January 18, 2018, so that staff could gather citizens' priorities for inclusion in the 2018-2023 CIP. Citizens also are encouraged to voice their opinions on www.cosatx.us/cipinput through an online survey. Greater detail is available in the attached informal minutes and survey responses.

The City Charter requires the CIP to be introduced to City Council five months prior to final submission of the budget. A resolution is scheduled for adoption during the February 20, 2018, regular Council meeting.

Financial Impact:

None at this time. Funding will be discussed during the fiscal year 2018-19 budget and future years' budget preparation processes.

Other Information/Recommendation:

None at this time.

Attachments:

- | | | |
|----|----------------------|-------------------------------------|
| 1. | Public Forum Minutes | 2018 Public Forum Minutes Final.pdf |
| 2. | Presentation | FIN 180206 Powerpoint Council.pptx |

3. Exhibit A

Additional Information (links).docx

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle

Tina Dierschke

Theresa James

Anthony Wilson

Tina Dierschke

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

City of San Angelo
Capital Improvement Plan - Public Forum
January 18, 2018 – 6:00 P.M.
Informal Minutes

Location:

Council Chambers McNease Convention Center
501 Rio Concho Drive
San Angelo, TX 76903

Presentation by Kimberly Holle, Budget Coordinator

Public Statements:

- Bill Carter – **Parkview Lake**
 - Wanting to remind Council about the stormwater issue relating to the dredging of Parkview Lake
- Paul Alexander – **Parkview Lake**
 - Wanting to remind Council about the stormwater issue relating to the dredging of Parkview Lake
- Eric Ingler – **River Valley Lane / Foster Road**
 - Complemented engineering department's plan
 - Expressed concern about flooding of 7 houses on River Valley Lane
 - Flooding on Foster Road is blocking 150 homes from access to rescue vehicles
 - Development in Bentwood and Butler Farms is causing the flooding; planning for stormwater drainage needs to be implemented before additional developments are put in and costs rise
- Laurie Dicello – **Brentwood Park**
 - Member of Parks and Recreation advisory board and botanical garden committee
 - Present to hear other public comment and advocate projects like Brentwood Park
- Roger Banks – **Multiple Projects**
 - Member of the Fort Concho advisory board
 - Expressed interest in repairing Fort Concho roofs; updating visitor center; updating company road
 - Wants to primarily focus on roads and water infrastructure for the entire city
- John Henry – **Multiple Projects**
 - An employee of KSA engineering
 - Expressed desire to keep City projects with local companies for the economy



City Council

February 6, 2018



2018-23 Capital Improvement Plan



- Updated annually and spans five-year period (2018-23)
- Total cost greater than \$25,000
- Useful life greater than three years
- Requires six months or more for completion



2018-23 Capital Improvement Plan



- 103 total projects currently underway or proposed to begin by 2023
- \$417 million in total project costs (including prior years)
- 115 future projects totaling \$347 million



2018-23 Capital Improvement Plan



- Public forums/survey:
 - Jan. 18th at Convention Center
 - cosatx.us/CIInput
- Public hearing & adoption by city council on Tuesday, February 20



2018-23 Capital Improvement Plan

January 18 public forum

Parkview Lake

River Valley Lane

Foster Road

Brentwood Park

Fort Concho Roof Replacement



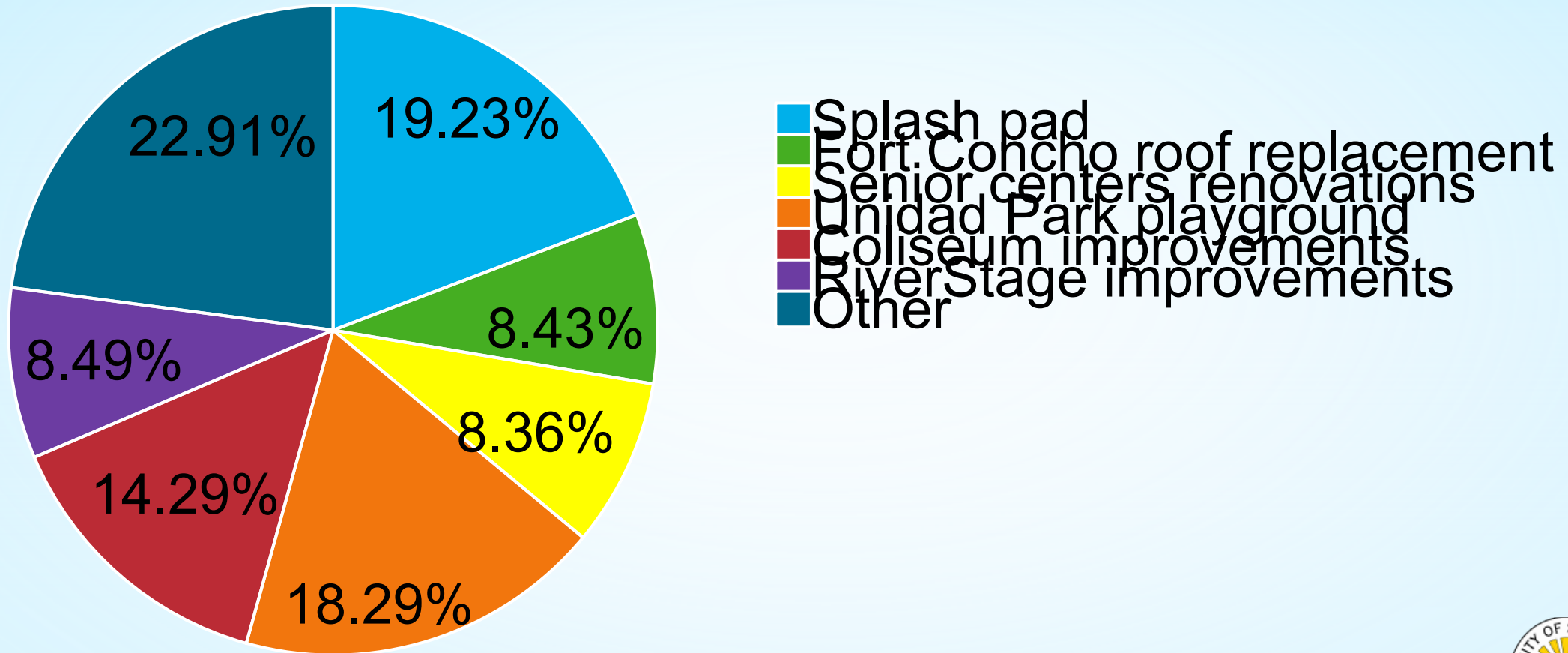
2018-23 Capital Improvement Plan



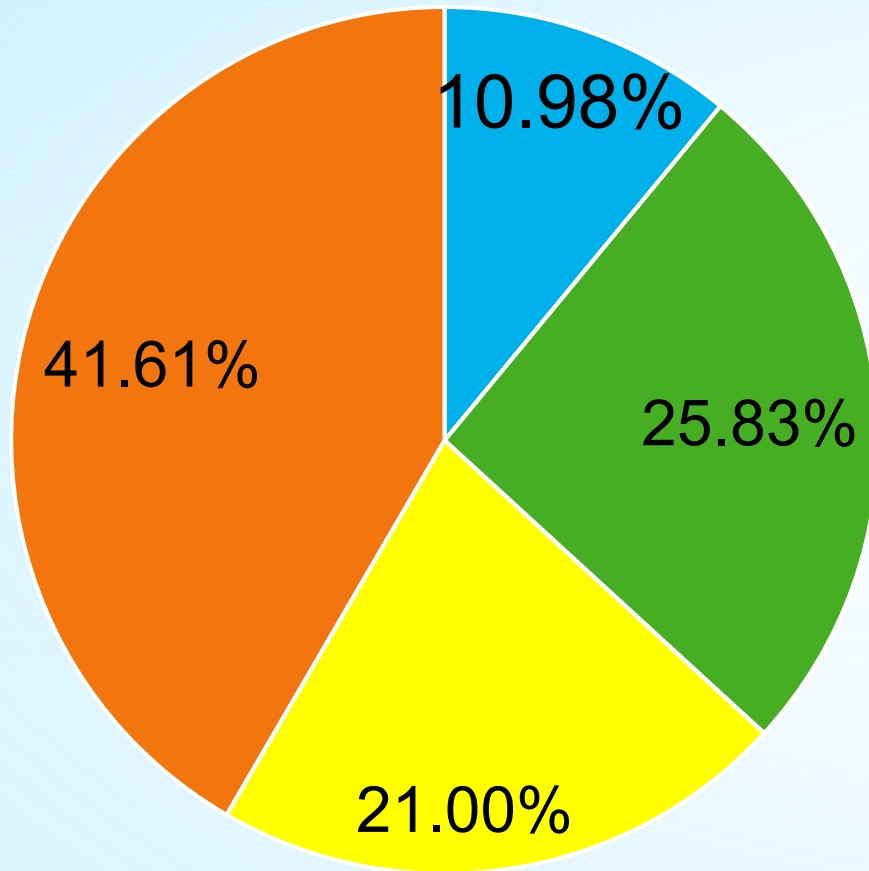
- Annual online survey:
 - Launched January 5, 2018
 - cosatx.us/CIPinput
 - 2018 submissions a 395% increase over prior year
- Both project votes and text responses were received



Quality of Life Projects



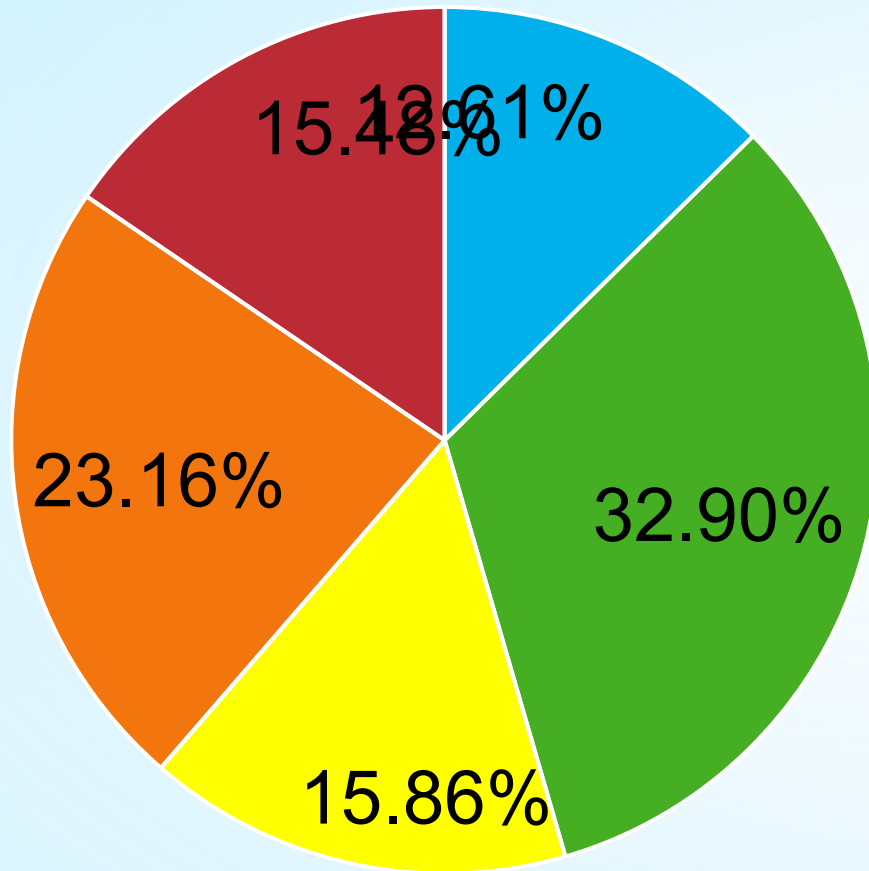
Quality of Life Projects



- Drainage - Foster Road
- Reconstruction of College Hills
- Reconstruction of N. Chadbourne from Loop 306 to Ave. N
- Other from Loop 306 to Washington



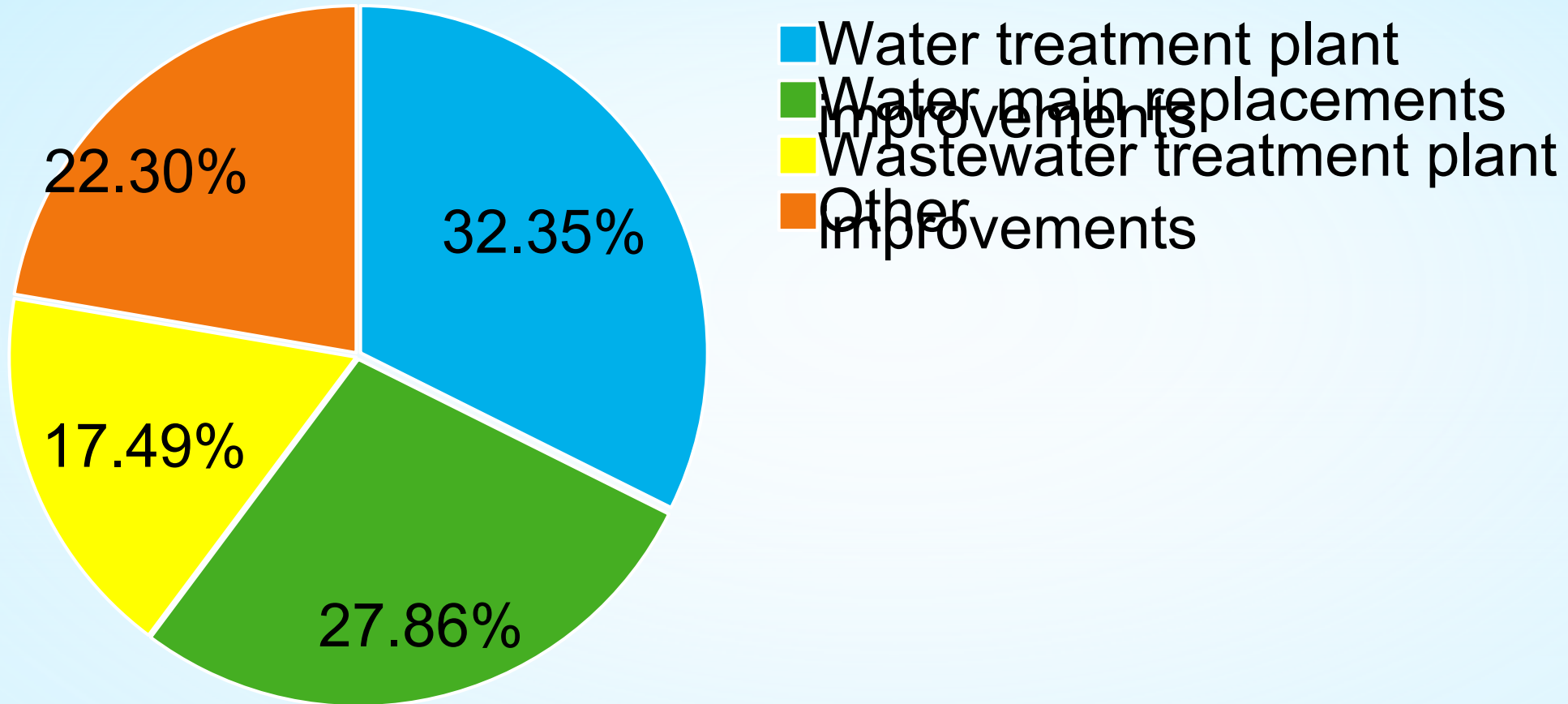
Quality of Life Projects



- Land for future fire stations
- Animal Shelter improvements
- Traffic signal battery backup system
- Police Department administration building
- Traffic signal replacement



Quality of Life Projects





City Council

February 6, 2018



CIP Page:

<http://cosatx.us/departments-services/finance/capital-improvement-plan>

2018-2023 Draft CIP:

<http://cosatx.us/home/showdocument?id=24887>

Public Input Survey:

cosatx.us/CIPinput or <http://www.cosatx.us/departments-services/budget/cip-public-input>

NOTE: This application is information of public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Ryan Smith
Address: [REDACTED]
ZIP code: 76901
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since (year): 7
City Council Single-Member District in which you reside: 5
Registered San Angelo voter? (yes or no) Y
Occupation/business affiliation: Dierschke & Dierschke
Occupation/business address: 5026 Knickerbocker Rd
Title/position: Real Estate Agent
Email: [REDACTED]

- 2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.**

(o) Yes

3. Date

1/29/2018

4. Applying for:

NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Planning Commission

5. Recommended by:

(Name): Lucy Gonzalez

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

I have served previously on both the design and historic review and the planning commission.

8. Tell us about yourself.

Education and/or professional licenses:

Licensed real estate agent.

Current municipal and civic organization memberships (positions and dates):

Animal Shelter advisory board Chair 2017-current

San Angelo Association on Realtors 2014-current

Previous municipal experience (positions, dates, where):

Design and Historic review commission 2012-2013(?)

Planning Commission 2014 - 2017

What personal qualifications can you bring to the board?

As a involved member of the community, i feel I have a pulse on the community needs.

What is your personal vision for the City?

Moderate and steady growth while still keeping a small town feel.

Why do you want to serve on this board?

I enjoy serving the people of San Angelo, and seeing the city grow in a positive direction.

Is there anything else you would like to share about yourself?

I feel I would be an asset to the planning commission as proven by my prior years of service.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 325-657-4405.