

NOTICE OF MEETING OF COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a Regular Meeting of the Copperas Cove Economic Development Corporation will be held on August 28, 2025, at 12:00 p.m. at the Copperas Cove Economic Development Corporation's office located at 207 S 3rd St, Suite 200, Copperas Cove, Texas 76522 during this time the following subjects will be discussed.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ANNOUNCEMENTS

E. CITIZENS FORUM

At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person on any items listed on the agenda and items not listed on the agenda. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry which is not listed on the agenda shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

F. CONSENT AGENDA

All matters listed under this item are considered to be routine by the EDC Board of Directors and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

1. Consideration and action on approval of minutes for the Regular Meeting held on July 30, 2025. **Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC.**

G. PUBLIC HEARINGS

H. ACTION ITEMS

1. Consideration and action on approving the Profit and Loss Report for June 2025. **Fred Welch, Executive Director, Copperas Cove EDC.**
2. Consideration and action on approving Resolution #EDC 2025-05 accepting the Quarterly Investment Report as presented for the quarter ending June 30, 2025, per the Investment Policy. **Fred Welch, Executive Director, Copperas Cove EDC**

3. Consideration and action on approving the Professional Service Agreement with Clark Engineering to design drainage improvements for stormwater management across the EDC property adjacent to Constitution Court Apartments. **Fred Welch, Executive Director, Copperas Cove EDC.**
4. Consideration and action on approving the Performance Agreement for Project Ironwood. **Sean Stevens, Assistant Executive Director, Copperas Cove EDC.**
5. Consideration and action on approving the contract with MRB Group for Phase 1 of the architectural and engineering work for a professional office building located on Patriot Circle. **Fred Welch, Executive Director, Copperas Cove EDC.**

I. REPORTS FROM STAFF, OUTSIDE ENTITIES, ADVISORY COMMITTEES, AND BOARDS

1. Executive Director's Report. **Fred Welch, Executive Director, Copperas Cove EDC.**
2. Senior Director, BRE Report. **Sean Stevens, Assistant Executive Director, Copperas Cove EDC.**
3. Marketing Director's Report. **Sheena Tanner, Marketing Director, Copperas Cove EDC.**
4. Small Business Support Director's Report. **Anne Seneca, Small Business Support Director, Copperas Cove EDC.**
5. Workforce Development Specialist's Report. **Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC.**

J. ITEMS FOR FUTURE AGENDAS

K. EXECUTIVE SESSION

The Board of Directors may convene into Executive Session on any matter related to any of the above agenda items, as allowed under Chapter 551, Texas Government Code.

1. Pursuant to section 551.072, Texas Government Code – The Copperas Cove Economic Development Corporation Board will go into executive session to deliberate the purchase, exchange, lease, or value of real property. **Project Spring**
2. Pursuant to section 551.072, Texas Government Code – The Copperas Cove Economic Development Corporation Board will go into executive session to deliberate the purchase, exchange, lease, or value of real property. **Fort Hood Land Exchange**

L. RECONVENE INTO AN OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN THE EXECUTIVE SESSION.

M. ADJOURN

The Board of Directors reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the Copperas Cove Economic Development Corporation was posted at **5 pm, August 22, 2025.**

Brittany Sanders, Workforce Development Specialist
Copperas Cove EDC

Economic Development Corporation

F.1.

Meeting Date: August 28, 2025

Contact: Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC

Subject:

Consideration and action on approval of minutes for the Regular Meeting held on July 30, 2025.

Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC

Attachments:

Regular Meeting Minutes – July 30, 2025



COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Meeting Minutes for July 30, 2025

A. CALL TO ORDER

Chairman Bradi Diaz called the Regular Meeting of the Copperas Cove Economic Development Corporation to order at 12:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Secretary Fred Chavez led the Invocation and Pledge of Allegiance.

C. ROLL CALL

Roll call led by Anne Seneca, Small Business Support Director

Present: Bradi Diaz, Chairman

Fred Welch, Executive Director

JC Stubbs, Vice Chairman

Sean Stevens, Senior Director, BRE

Fred Chavez, Secretary

Anne Seneca, Small Business Support Director

David McPhail, Treasurer

Barbara Boulware-Wells, Legal Counsel

Anthony Martinez, Director

Vonya Hart, Council Liaison

Absent: Sheena Tanner, Marketing Director

*Brittany Sanders, Workforce
Development Specialist*

D. ANNOUNCEMENTS

None

E. CITIZENS FORUM

At this time, citizens will be allowed matters other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

None

- F. CONSENT AGENDA** - All matters listed under this item are considered to be routine by the EDC Board of Directors and will be enacted by one motion. There will not be a separate discussion of this item. If discussion is desired, that item will be removed from the consent agenda and considered separately.

1. Consideration and action on approval of minutes for the Meeting held on June 25, 2025. **Brittany Sanders, Workforce Development Specialist.**

Vice Chairman JC Stubbs made a motion to approve Agenda Item F1. Secretary Fred Chavez seconded the motion, and with a unanimous vote, the motion carried.

G. PUBLIC HEARINGS

None

H. ACTION ITEMS

1. Consideration and action on approving the Profit and Loss report for May 2025. **Fred Welch, Executive Director, Copperas Cove EDC.**

Treasurer David McPhail made a motion to approve Agenda Item H1. Vice Chairman JC Stubbs seconded the motion, and with a unanimous vote, the motion carried.

2. Consideration and action on approving the Proposal from ED Suite for assistance in developing a marketing and communications strategy plan for copperas Cove EDC for FY 2025-26. **Fred Welch, Executive Director, Copperas Cove EDC.**

Secretary Fred Chavez made a motion to approve Agenda Item H2. Vice Chairman JC Stubbs seconded the motion with amended amount, the motion carried.

3. Consideration and action on approving the revisions made to the Copperas Cove Economic Development Corporation Bylaws. **Fred Welch, Executive Director, Copperas Cove.**

Treasurer David McPhail made a motion to approve Agenda Item H3. Secretary Fred Chavez seconded the motion, and with a unanimous vote, the motion carried.

4. Consideration and action on approving the Performance Agreement of Project Ironwood. **Sean Stevens, Senior Director, BRE, Copperas Cove EDC.**

No action was taken. Agenda item will be brought back at a future date.

5. Consideration and action on approving the Professional Service Agreement with Clark Engineering to design drainage improvements for stormwater management across the EDC property adjacent to Constitution Court Apartments. **Fred Welch, Executive Director, Copperas Cove EDC.**

No action was taken. Agenda item will be brought back at a future date.

6. Consideration and action on approving the repairs for signage at the entrances to The Narrows Business and Technology Park. **Fred Welch, Executive Director, Copperas Cove EDC.**

Secretary Fred Chavez made a motion to approve Agenda Item H6. Director Anthony Martinez seconded the motion, and with a unanimous vote, the motion carried.

7. Consideration and action regarding the appointment of Sean Stevens, Senior Director BRE, to Assistant Executive Director. **Fred Welch, Executive Director, Copperas Cove EDC.**

Director Anthony Martinez made a motion to approve Agenda Item H7. Treasurer David McPhail seconded the motion, and with a unanimous vote, the motion carried.

I. EDC REPORTS FROM STAFF, OUTSIDE ENTITIES, ADVISORY COMMITTEES, AND BOARDS

None at this time

J. ITEM FOR FUTURE AGENDAS.

- *Agenda item H4 - Project Ironwood*
- *Agenda item H5 - Professional Service Agreement with Clark Engineering for drainage improvement.*

K. EXECUTIVE SESSION CONVENED AROUND 2:15PM

The Board of Directors may convene into Executive Session on any matter related to any of the above agenda items, as allowed under Chapter 551, Texas Government Code.

1. Pursuant to section 551.072, Texas Government Code – The Copperas Cove Economic Development Corporation Board will go into executive session to deliberate the purchase, exchange, lease, or value of real property. **Project Spring.**
2. Pursuant to section 551.072, Texas Government Code – The Copperas Cove Economic Development Corporation Board will go into executive session to deliberate the purchase, exchange, lease, or value of real property. **EDC Professional Office Building.**

L. RECONVENE INTO OPEN SESSION AT 2:30 P.M. FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN THE EXECUTIVE SESSION.

1. *No action was taken.*
2. *Treasurer David McPhail made a motion to authorize the EDC Director Fred Welch to negotiate a contract between MRB Group for the architectural and engineering of an EDC Professional Office Building. Secretary Fred Chavez seconded the motion and with a unanimous vote, the motion carried.*

M. ADJOURN

Chairman Bradi Diaz adjourned the meeting at 2:30 p.m.

ATTEST:

Brittany Sanders, Workforce Development Specialist

Fred Chavez, Secretary of the Board

Economic Development Corporation

H.1.

Meeting Date: August 28, 2025

Contact: Fred Welch, Executive Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of June 2025. **Fred Welch, Executive Director, Copperas Cove EDC**

Description/Information:

The Profit and Loss report for June 2025 has been prepared by Donkbuilt Service Exchange "Donkbuilt" as per the agreement between the CCEDC and Donkbuilt. The report is attached for review by the Board.

Financial Impact:

See attached.

Action/Recommendation:

EDC staff recommends the Board of Directors approve the Profit and Loss report for June 2025 as presented by Fred Welch.

Attachments:

June Financials:

Profit and Loss

Profit and Loss Budget vs Actual

Cadence Bank Reconciliation Detail

Tex Pool Reconciliation Detail

Copperas Cove Economic Development Corporation

Profit & Loss

June 2025

Jun 25

Ordinary Income/Expense

Income

Revenues

Sales Tax Income 103,681.95

Interest Income 24,726.13

Total Revenues 128,408.08

Total Income 128,408.08

Expense

EXPENDITURES

EDC ADMINISTRATION

PERSONNEL

00-1150 · Phone Reimbursement 400.00

00-1100 · Car Allowance 500.00

00-1000 · Staff Salary 34,520.26

00-1200 · Longevity 48.02

00-1500 · FICA Tax 2,282.93

00-1600 · Employee Insurance 2,616.58

00-1800 · Retirement 5,052.48

00-1901 · Other Personnel Expenses 148.63

Total PERSONNEL 45,568.90

SUPPLIES AND MATERIALS

00-2030 · Office Supplies 495.81

00-2200 · Postage/Shipping 19.05

00-2842 · Minor Equipment/Electronics 604.94

Total SUPPLIES AND MATERIALS 1,119.80

REPAIRS AND MAINTENANCE

00-4100 · Repairs & Maint. - Bldg 1,325.79

00-4200 · Repairs & Maint. - Facility 100.00

00-4400 · Repairs & Maint. - Equipment 440.00

Total REPAIRS AND MAINTENANCE 1,865.79

CONTRACTUAL SERVICES

00-6200 · Communication - Internet (Spec) 563.42

00-6300 · Rental of Equip / Copier Lease 2,146.51

00-6350 · Rental of Property 2,702.49

00-6400 · Dues and Subscriptions 1,723.97

00-6600 · Professional Development 2,085.25

00-6800 · Professional Services 750.00

00-6900 · Utilities 583.75

Total CONTRACTUAL SERVICES 10,555.39

DESIGNATED EXPENSES

00-7000 · Insurance Expense -330.49

00-1998 · Board Related Expenses 229.71

00-1999 · Public Relations 957.56

Total DESIGNATED EXPENSES 856.78

Total EDC ADMINISTRATION 59,966.66

Copperas Cove Economic Development Corporation

Profit & Loss

June 2025

Jun 25

DEBT SERVICES	
10-9326 · 2012 Sales Tax Bond Note Int	2,402.46
Total DEBT SERVICES	2,402.46
EDC NON-DEPARTMENTAL	
CONTRACTUAL SERVICES	
90-6550 · Contract Labor	7,544.69
90-6610 · Business Attraction	3,110.27
Total CONTRACTUAL SERVICES	10,654.96
90-9100 · BUSINESS RETENTION	
90-9107 · Workforce Development Events	15.67
Total 90-9100 · BUSINESS RETENTION	15.67
Total EDC NON-DEPARTMENTAL	10,670.63
Total EXPENDITURES	73,039.75
Total Expense	73,039.75
Net Ordinary Income	55,368.33
Net Income	55,368.33

Copperas Cove Economic Development Corporation

Profit & Loss Budget vs. Actual

October 2024 through June 2025

TOTAL

	Oct '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenues				
Sales Tax Income	974,461.33	849,749.99	124,711.34	114.68%
Interest Income	228,854.46	165,000.01	63,854.45	138.7%
Total Revenues	1,203,315.79	1,014,750.00	188,565.79	118.58%
Other Income	140.80	0.00	140.80	100.0%
Total Income	1,203,456.59	1,014,750.00	188,706.59	118.6%
Expense				
EXPENDITURES				
EDC ADMINISTRATION				
PERSONNEL				
00-1150 · Phone Reimbursement	3,611.90	3,600.00	11.90	100.33%
00-1100 · Car Allowance	4,500.00	4,500.00	0.00	100.0%
00-1000 · Staff Salary	305,037.87	292,874.99	12,162.88	104.15%
00-1200 · Longevity	387.81	787.50	-399.69	49.25%
00-1500 · FICA Tax	21,648.23	23,454.76	-1,806.53	92.3%
00-1600 · Employee Insurance	24,209.46	21,551.26	2,658.20	112.33%
00-1700 · Worker's Comp Insurance	0.00	750.01	-750.01	0.0%
00-1800 · Retirement	45,430.59	41,467.50	3,963.09	109.56%
00-1901 · Other Personnel Expenses	2,693.21	1,049.99	1,643.22	256.5%
Total PERSONNEL	407,519.07	390,036.01	17,483.06	104.48%
SUPPLIES AND MATERIALS				
00-2030 · Office Supplies	5,710.42	3,000.01	2,710.41	190.35%
00-2040 Printing Costs	0.00	225.00	-225.00	0.0%
00-2200 · Postage/Shipping	317.28	225.00	92.28	141.01%
00-2820 · Furniture and Fixtures	208.98	0.00	208.98	100.0%
00-2842 · Minor Equipment/Electronics	1,633.66	3,749.99	-2,116.33	43.56%
Total SUPPLIES AND MATERIALS	7,870.34	7,200.00	670.34	109.31%
REPAIRS AND MAINTENANCE				
00-4100 · Repairs & Maint. - Bldg	8,479.52	2,624.99	5,854.53	323.03%
00-4200 · Repairs & Maint. - Facility	635.00	1,875.01	-1,240.01	33.87%
00-4400 · Repairs & Maint. - Equipment	2,160.00	3,000.01	-840.01	72.0%
Total REPAIRS AND MAINTENANCE	11,274.52	7,500.01	3,774.51	150.33%
CONTRACTUAL SERVICES				
00-6012 · Consulting Fees (Legal)	5,215.00	3,749.99	1,465.01	139.07%
00-6000 · Bank Analysis Fees	189.88	599.99	-410.11	31.65%
00-6100 · Advertising	1,580.88	3,000.01	-1,419.13	52.7%
00-6200 · Communication - Internet (Spec)	4,771.19	4,687.51	83.68	101.79%
00-6201 · Phone Services - Brightspeed	0.00	0.00	0.00	0.0%
00-6202 · Network Upgrade	0.00	0.00	0.00	0.0%
00-6300 · Rental of Equip / Copier Lease	4,466.43	1,875.01	2,591.42	238.21%
00-6350 · Rental of Property	24,322.41	24,750.00	-427.59	98.27%
00-6400 · Dues and Subscriptions	43,263.53	5,999.99	37,263.54	721.06%

Copperas Cove Economic Development Corporation

Profit & Loss Budget vs. Actual

October 2024 through June 2025

TOTAL

	Oct '24 - Jun 25	Budget	\$ Over Budget	% of Budget
00-6401 · Subscriptions	0.00	0.00	0.00	0.0%
00-6402 · Software Licenses	0.00	0.00	0.00	0.0%
00-6550 · Contract Labor	0.00	2,624.99	-2,624.99	0.0%
00-6551 · IT Services (Cybersecurity/HD)	0.00	0.00	0.00	0.0%
00-6600 · Professional Development	14,588.36	30,929.99	-16,341.63	47.17%
00-6800 · Professional Services	13,978.61	9,149.99	4,828.62	152.77%
00-6810 · Provided City Services	0.00	112.50	-112.50	0.0%
00-6900 · Utilities	6,464.45	6,899.99	-435.54	93.69%
Total CONTRACTUAL SERVICES	118,840.74	94,379.96	24,460.78	125.92%
DESIGNATED EXPENSES				
00-7000 · Insurance Expense	3,683.26	4,350.01	-666.75	84.67%
00-1998 · Board Related Expenses	2,018.38	2,250.00	-231.62	89.71%
00-1999 · Public Relations	5,589.45	4,500.00	1,089.45	124.21%
Total DESIGNATED EXPENSES	11,291.09	11,100.01	191.08	101.72%
Total EDC ADMINISTRATION	556,795.76	510,215.99	46,579.77	109.13%
DEBT SERVICES				
10-9226 · 2012 Sales Tax Bond Principal	0.00	86,250.01	-86,250.01	0.0%
10-9326 · 2012 Sales Tax Bond Note Int	28,262.56	24,310.49	3,952.07	116.26%
Total DEBT SERVICES	28,262.56	110,560.50	-82,297.94	25.56%
EDC NON-DEPARTMENTAL				
SUPPLIES AND MATERIAL				
90-2060 · Program / Project Supplies	0.00	0.00	0.00	0.0%
Total SUPPLIES AND MATERIAL	0.00	0.00	0.00	0.0%
CONTRACTUAL SERVICES				
90-6400 · Dues and Subscriptions	0.00	4,500.00	-4,500.00	0.0%
90-6100 · Advertising	0.00	1,605.01	-1,605.01	0.0%
90-6550 · Contract Labor	14,444.69	14,999.99	-555.30	96.3%
90-6610 · Business Attraction	31,287.33	41,250.01	-9,962.68	75.85%
90-6800 · Professional Services	49,999.99	54,900.00	-4,900.01	91.08%
Total CONTRACTUAL SERVICES	95,732.01	117,255.01	-21,523.00	81.64%
90-9000 · ENTREPRENEUR CENTER				
90-9001 · Start Up	0.00	2,250.00	-2,250.00	0.0%
90-9002 · Operations	0.00	26,249.99	-26,249.99	0.0%
90-9003 · Employee Appreciation	0.00	0.00	0.00	0.0%
90-9004 · Meals	0.00	0.00	0.00	0.0%
Total 90-9000 · ENTREPRENEUR CENTER	0.00	28,499.99	-28,499.99	0.0%
90-9100 · BUSINESS RETENTION				
90-9101 · Flyers / Design	0.00	712.49	-712.49	0.0%
90-9102 · Workshops	1,294.62	374.99	919.63	345.24%
90-9103 · Retention	27,387.10	4,500.00	22,887.10	608.6%
90-9104 · Travel	-480.20	1,125.00	-1,605.20	-42.68%
90-9105 · Visits	0.00	0.00	0.00	0.0%
90-9106 · Workforce Development Training	0.00	2,100.01	-2,100.01	0.0%
90-9107 · Workforce Development Events	2,323.32	2,250.00	73.32	103.26%

Copperas Cove Economic Development Corporation
Profit & Loss Budget vs. Actual

October 2024 through June 2025

TOTAL

	Oct '24 - Jun 25	Budget	\$ Over Budget	% of Budget
90-9100 · BUSINESS RETENTION - Other	0.00	0.00	0.00	0.0%
Total 90-9100 · BUSINESS RETENTION	30,524.84	11,062.49	19,462.35	275.93%
Total EDC NON-DEPARTMENTAL	126,256.85	156,817.49	-30,560.64	80.51%
OTHER EXPENDITURES				
90-8600 · CAPITAL OUTLAY				
90-8601 · Constitution	0.00	0.00	0.00	0.0%
90-8602 · Land Exchange	0.00	0.00	0.00	0.0%
90-8605 · Infrastructure	0.00	374,999.99	-374,999.99	0.0%
90-8607 · Narrows Phase II Expansion	71,575.00	1,499,999.99	-1,428,424.99	4.77%
90-8608 · Patriot Circle Office Building	0.00	0.00	0.00	0.0%
90-8600 · CAPITAL OUTLAY - Other	18,625.00			
Total 90-8600 · CAPITAL OUTLAY	90,200.00	1,874,999.98	-1,784,799.98	4.81%
Total OTHER EXPENDITURES	90,200.00	1,874,999.98	-1,784,799.98	4.81%
Total EXPENDITURES	801,515.17	2,652,593.96	-1,851,078.79	30.22%
Total Expense	801,515.17	2,652,593.96	-1,851,078.79	30.22%
Net Ordinary Income	401,941.42	-1,637,843.96	2,039,785.38	-24.54%
Net Income	401,941.42	-1,637,843.96	2,039,785.38	-24.54%

Copperas Cove Economic Development Corporation

Reconciliation Detail

Cash- Cadence Bank, Period Ending 06/30/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						740,908.55
Cleared Transactions						
Checks and Payments - 34 items						
Check	05/06/2025	3659	Inhouse Systems	X	-39.99	-39.99
Check	05/19/2025	3665	Texas Downtown	X	-450.00	-489.99
General Journal	06/01/2025	98	McMullin Properties	X	-2,702.49	-3,192.48
General Journal	06/02/2025	103	Brightspeed	X	-271.88	-3,464.36
Liability Check	06/03/2025	ACH	City of Copperas Co...	X	-6,977.23	-10,441.59
General Journal	06/03/2025	103	TIB The Independen...	X	-4,498.36	-14,939.95
Check	06/04/2025	3675	Konica Minolta	X	-1,856.52	-16,796.47
Check	06/04/2025	3671	Jani-King of Austin	X	-397.00	-17,193.47
Check	06/04/2025	3676	Altrusa International ...	X	-390.00	-17,583.47
Check	06/04/2025	3674	Centex Technologies	X	-200.00	-17,783.47
Check	06/04/2025	3673	Inhouse Systems	X	-79.00	-17,862.47
Check	06/04/2025	3670	Killeen Pest Control	X	-75.00	-17,937.47
Check	06/04/2025	3672	Kevin Hale	X	-50.00	-17,987.47
Paycheck	06/06/2025	ACH	Frederick H Welch	X	-4,276.12	-22,263.59
Paycheck	06/06/2025	ACH	Sean Renzo Stevens	X	-2,721.36	-24,984.95
Paycheck	06/06/2025	ACH	Sheena M Tanner	X	-1,531.77	-26,516.72
Paycheck	06/06/2025	ACH	Brittany P Sanders	X	-1,513.57	-28,030.29
Paycheck	06/06/2025	ACH	Anne R Seneca	X	-1,185.96	-29,216.25
Liability Check	06/10/2025	EFTPS	US Treasury	X	-3,811.94	-33,028.19
Liability Check	06/13/2025	3685	City of Copperas Co...	X	-4,972.56	-38,000.75
Check	06/13/2025	3681	The Cove Theater, L...	X	-400.00	-38,400.75
Check	06/13/2025	3678	City of Copperas Co...	X	-142.03	-38,542.78
General Journal	06/16/2025	101	TXU Energy	X	-451.84	-38,994.62
Liability Check	06/17/2025	EFTPS	US Treasury	X	-3,811.92	-42,806.54
General Journal	06/17/2025	96	Spectrum Business	X	-291.54	-43,098.08
Paycheck	06/20/2025	10000...	Frederick H Welch	X	-4,276.13	-47,374.21
Paycheck	06/20/2025	10000...	Sean Renzo Stevens	X	-2,869.99	-50,244.20
Paycheck	06/20/2025	10000...	Sheena M Tanner	X	-1,531.77	-51,775.97
Paycheck	06/20/2025	10000...	Brittany P Sanders	X	-1,513.57	-53,289.54
Paycheck	06/20/2025	10000...	Anne R Seneca	X	-1,185.96	-54,475.50
General Journal	06/20/2025	99	NRG Energy	X	-4.77	-54,480.27
General Journal	06/26/2025	104	Konica Minolta	X	-289.99	-54,770.26
Liability Check	06/30/2025	ACH	City of Copperas Co...	X	-6,977.23	-61,747.49
General Journal	06/30/2025	97	Iron Mountain	X	-439.24	-62,186.73
Total Checks and Payments					-62,186.73	-62,186.73
Deposits and Credits - 3 items						
General Journal	06/27/2025	101	Anthony Martinez	X	485.59	485.59
General Journal	06/27/2025	98		X	103,681.95	104,167.54
General Journal	06/30/2025	102		X	1,771.25	105,938.79
Total Deposits and Credits					105,938.79	105,938.79
Total Cleared Transactions					43,752.06	43,752.06
Cleared Balance					43,752.06	784,660.61
Uncleared Transactions						
Checks and Payments - 14 items						
Check	03/12/2025	3604	Texas Economic De...		-100.00	-100.00
Check	05/06/2025	3651	Oncor		-500.00	-600.00
Check	05/06/2025	3653	Jeremy Gonzales		-80.00	-680.00
Check	06/13/2025	3684	BioTree Care LLC		-7,144.69	-7,824.69
Check	06/13/2025	3682	Knight Law Firm		-1,855.00	-9,679.69
Check	06/13/2025	3680	Top Notch Lawn Care		-400.00	-10,079.69
Check	06/13/2025	3679	Centex Technologies		-240.00	-10,319.69
Check	06/13/2025	3683	Jeremy Gonzales		-100.00	-10,419.69
Check	06/13/2025	3677	Inhouse Systems		-39.99	-10,459.68
Check	06/30/2025	3688	DonkBuilt Service E...		-700.00	-11,159.68
Check	06/30/2025	3687	Renaissance Syste...		-604.94	-11,764.62
Check	06/30/2025	3689	Rita Hogan Photogr...		-400.00	-12,164.62
Check	06/30/2025	3686	Jani-King of Austin		-397.00	-12,561.62
Check	06/30/2025	3690	Killeen Pest Control		-75.00	-12,636.62
Total Checks and Payments					-12,636.62	-12,636.62

10:10 AM

07/17/25

Copperas Cove Economic Development Corporation

Reconciliation Detail

Cash- Cadence Bank, Period Ending 06/30/2025

Type	Date	Num	Name	Clr	Amount	Balance
Deposits and Credits - 2 items						
General Journal	06/27/2025	100			155.00	155.00
General Journal	06/27/2025	99	Texas Mutual Insura...		330.49	485.49
Total Deposits and Credits					485.49	485.49
Total Uncleared Transactions					-12,151.13	-12,151.13
Register Balance as of 06/30/2025					31,600.93	772,509.48
New Transactions						
Checks and Payments - 24 items						
Paycheck	07/04/2025	10000...	Frederick H Welch		-4,276.12	-4,276.12
Paycheck	07/04/2025	10000...	Sean Renzo Stevens		-2,721.36	-6,997.48
Paycheck	07/04/2025	10000...	Anne R Seneca		-1,626.97	-8,624.45
Paycheck	07/04/2025	10000...	Sheena M Tanner		-1,531.76	-10,156.21
Paycheck	07/04/2025	10000...	Brittany P Sanders		-1,513.56	-11,669.77
Liability Check	07/08/2025	EFTPS	US Treasury		-3,811.96	-15,481.73
Liability Check	07/14/2025	3691	City of Copperas Co...		-4,972.56	-20,454.29
Check	07/15/2025	3700	Regions Bank		-134,414.75	-154,869.04
Check	07/15/2025	3699	Conrin, Inc		-4,837.50	-159,706.54
Check	07/15/2025	3698	Top Notch Lawn Care		-2,250.00	-161,956.54
Check	07/15/2025	3697	University of Oklaho...		-2,065.00	-164,021.54
Check	07/15/2025	3701	DonkBuilt Service E...		-700.00	-164,721.54
Check	07/15/2025	3693	Crazy Cactus Lawn ...		-550.00	-165,271.54
Check	07/15/2025	3702	Knight Law Firm		-455.00	-165,726.54
Check	07/15/2025	3692	Five Loves Two Fish...		-350.00	-166,076.54
Check	07/15/2025	3696	Renaissance Syste...		-317.84	-166,394.38
Check	07/15/2025	3694	Centex Technologies		-240.00	-166,634.38
Check	07/15/2025	3703	Jeremy Gonzales		-120.00	-166,754.38
Check	07/15/2025	3695	Rotary Club of Copp...		-100.00	-166,854.38
Paycheck	07/18/2025	3694	Frederick H Welch		-4,276.13	-171,130.51
Paycheck	07/18/2025	3695	Sean Renzo Stevens		-2,721.36	-173,851.87
Paycheck	07/18/2025	3696	Sheena M Tanner		-1,531.77	-175,383.64
Paycheck	07/18/2025	3693	Brittany P Sanders		-1,513.56	-176,897.20
Paycheck	07/18/2025	3692	Anne R Seneca		-1,185.96	-178,083.16
Total Checks and Payments					-178,083.16	-178,083.16
Total New Transactions					-178,083.16	-178,083.16
Ending Balance					-146,482.23	594,426.32

Copperas Cove Economic Development Corporation
Reconciliation Detail
TEXPOOL ACCOUNT, Period Ending 06/30/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						6,499,507.65
Cleared Transactions						
Deposits and Credits - 1 item						
General Journal	06/30/2025	105		X	22,954.88	22,954.88
Total Deposits and Credits					22,954.88	22,954.88
Total Cleared Transactions					22,954.88	22,954.88
Cleared Balance					22,954.88	6,522,462.53
Register Balance as of 06/30/2025					22,954.88	6,522,462.53
Ending Balance					22,954.88	6,522,462.53

Economic Development Corporation

H.2.

Meeting Date: August 28, 2025

Contact: Fred Welch, Executive Director, Copperas Cove EDC.

Subject:

Consideration and action on approving Resolution #EDC 2025-05 accepting the Quarterly Investment Report as presented for the quarter ending June 30, 2025, per the Investment Policy. **Fred Welch, Executive Director, Copperas Cove EDC**

Description/Information:

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the Board. The Copperas Cove Economic Development Corporation's Investment Policy requires that the Investment Officer shall report a detailed listing of all purchases, sales, and payments, and a description of each security held as well as management summary information.

Financial Impact:

See the attached Quarterly Investment Report for the month ending June 30, 2025.

Action/Recommendation:

EDC staff recommends the Board approve Resolution #EDC-2025-05, accepting the Quarterly Investment Report as presented for the quarter ending June 30, 2025, per the Investment Policy.

Attachments:

Resolution #EDC-2025-05
Quarterly Investment Report

RESOLUTION NO. EDC- 2025-05
A RESOLUTION OF THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION,
APPROVING THE INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 2025.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the Investment Officer of the City to present written report of investment transactions for all Economic Development Corporation’s accounts covered for the preceding reporting period to the Board of Directors; and

WHEREAS, this reporting is authorized by the Public Funds Investment Act; and

WHEREAS, the Public Funds Investment Act requires the Quarterly Investment Report to be presented to the Board of Directors; and

WHEREAS, the attached Quarterly Investment Report complies with the Public Funds Investment Act.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE
COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION:**

SECTION I.

That the Copperas Cove Economic Development Corporation has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for the quarter ending June 30, 2025 attached hereto as “Exhibit A,” is hereby approved as the quarterly investment report for the quarter ending June 30, 2025, of the Corporation effective August 28, 2025.

PASSED, APPROVED, AND ADOPTED on this 28th Day of August 2025 at the Regular Meeting of the Economic Development Corporation which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et. seq. at which meeting a quorum was present and voting.

ATTEST:

Bradi Diaz, Chairman

David McPhail, Treasurer

APPROVED AS TO FORM:

Barbara Boulware-Wells
The Knight Law Firm
Copperas Cove Economic Development Corporation Attorney



Quarterly Investment Report

March 31, 2025 – June 30, 2025

3rd Quarter 2024-2025

The following report is submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers a supplement not required by the Act to fully inform the Board of Directors of the position and activity within the Copperas Cove Economic Development's portfolio of investments. The report includes a management summary overview, detailed holdings report for the end of the period and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the Board.

The Copperas Cove EDC's portfolio is managed in full compliance with the Public Funds Investment Act, the Corporations' Investment Policy and Strategy and under the strictest safety parameters as set by the Board.

Copperas Cove Economic Development Corporation

Operating Fund Quarterly Investment Report

March 31, 2025 – June 30, 2025

Compared to previous Quarter

Portfolio Summary Management Report

This Quarterly Report is in compliance with the investment policy and strategy as established by the Board and the Public Funds Investment Act (Chapter 2256, Texas Govt. Code)

	As of March 31, 2025	As of June 30, 2025
Operating Account	\$ 715,629	\$ 772,509
Tex Pool	\$ 6,452,821	\$ 6,522,462
	\$ 7,168,450	\$ 7,294,971



Fred Welch, Executive Director

Annette Donker, DonkBuilt Service Exchange

Economic Development Corporation

H.3

Meeting Date: August 28, 2025

Contact: Fred Welch, Executive Director, Copperas Cove EDC.

Subject:

Consideration and action on approving the Professional Service Agreement with Clark Engineering to design drainage improvements for stormwater management across the EDC property adjacent to Constitution Court Apartments. **Fred Welch, Executive Director, Copperas Cove EDC.**

Description/Information:

The stormwater outfall coming from Mueller Drive runs across a narrow strip of land owned by the EDC before it falls into the drainage and retention system maintained by either the City or Constitution Court Apartments. The land is uneven, and water backs up into residential properties abutting the opposite side between Mueller and the outfall to the drainage at Constitution Court Apartments.

The intent is to study the drainage outfall, develop plans for an appropriate drainage channel, which can then be conveyed to the City for maintenance, and ease the ponding that is now taking place on the EDC property by recommending certain cuts to the slope that will allow water to flow towards the current drainage.

This has been an ongoing concern for several years and just cutting the grass has not solved the water ponding onto residential properties. This would be the first step in development of a master plan to coordinate the stormwater runoff from above the property.

Financial Impact:

Topo Work	\$14,750.00
Design Services	\$20,850.00
Project Bidding	\$ 4,000.00
Total Impact	\$ 39,600.00

Action/Recommendation:

EDC staff requests the CCEDC Board of Directors to approve the Professional Services Agreement with Clark Engineering for new grading and drainage improvements to support stormwater outfall behind the Constitution Court Apartments.

Attachments:

Proposal is attached



STANDARD TERMS AND CONDITIONS – CONT'D

9. CLIENT will indemnify CA against any claims or costs which exceed the limitation on CA's liability provided for in the preceding paragraph or result from acts or omissions of CLIENT.

10. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, CA will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement regardless of whether final Instruments of Service have been provided to CLIENT. The CLIENT shall promptly in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

11. All claims, disputes, and other controversy between CA and CLIENT arising out of or in any way related to the services provided by CA will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of CA's principal place of business; b) The claim will be brought and tried in judicial jurisdiction of the court of the county where CA's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and c) CA is entitled to recovery of all reasonable costs incurred in prosecuting or defending same, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

12. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. CA's site safety responsibilities are solely limited to the activities of CA and CA's employees on the site. These responsibilities shall not be inferred by any party to mean that CA has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor and/or CLIENT. The Contractor's methods of work performance, superintendent of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor and/or CLIENT. CLIENT warrants that: 1) these responsibilities will be made clear in CLIENT'S agreement with the Contractor; 2) CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and CA harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and CA's alleged failure to exercise site safety responsibility; and 3) CLIENT'S agreement with Contractor shall require the Contractor to make CLIENT and CA additional insured under the Contractor's general liability insurance policy and all other relevant and applicable policies, which insurance protection shall be primary protection for CLIENT and CA, and shall hold CLIENT and CA harmless from claims, losses, and defense arising from the negligence of Contractor or subcontractor on any tier.

13. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

14. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement superseded all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

June 16, 2025

Fred Welch
Executive Director
Copperas Cove EDC
113 W. Avenue D
Copperas Cove, Texas 76522



Proposal for Professional Civil Engineering & Surveying Consulting Services to support the
Constitution Drive – New Drainage and Grading Improvements located in Copperas Cove, Texas

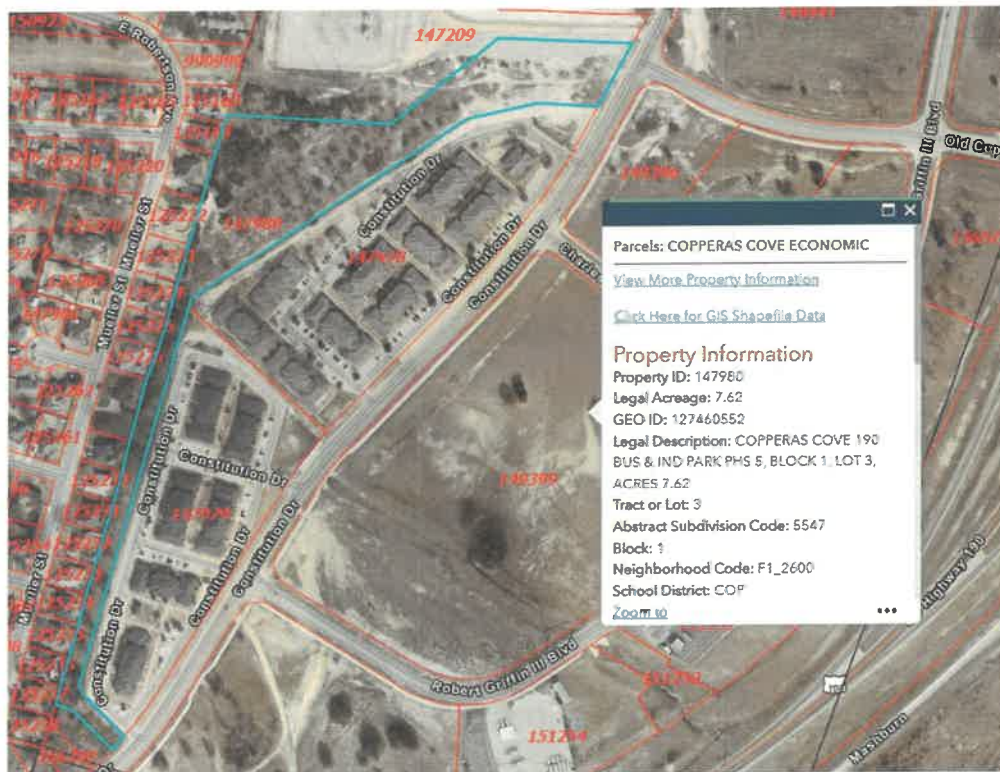
Mr. Welch:

We appreciate the opportunity to submit a professional services proposal in response to your request for a proposal to perform Professional Civil Engineering & Surveying Consulting Services required for the above-mentioned project.

BASIC ENGINEERING SERVICES:

Clark Associates, PLLC hereinafter ENGINEER proposes to the Copperas Cove EDC hereinafter CLIENT the following professional Civil Engineering and Surveying Services for the Constitution Drive – New Drainage and Grading Improvements located in Copperas Cove, Texas.

It is our understanding that a regional drainage assessment and new grading and erosion improvements are to be designed for the highlighted area below. Phase I of the project will consist of the area adjacent to property ID 147970. In addition, project coordination with the EDC and the City of Copperas Cove will be required as a part of the project scope. We understand that the extents of the civil portion of BASIC SERVICES are as outlined below.





PROFESSIONAL FEE SCHEDULE

Senior Licensed Professional Engineer (PE)	\$ 225.00/hr.
Licensed Professional Engineer (PE)	\$ 185.00/hr.
Licensed Professional Structural Engineer (PE)	\$ 220.00/hr.
Licensed Professional Architect	\$ 220.00/hr.
Engineer in Training (EIT)	\$ 125.00/hr.
Design Technician	\$ 90.00/hr.
CADD Technician	\$ 80.00/hr.
CADD Draftsman	\$ 65.00/hr.
Clerical	\$ 55.00/hr.
Licensed Professional Land Surveyor (RPLS)	\$ 275.00/hr.
Field Crew & Total Station	\$ 195.00/hr.
Field Crew & GPS	\$ 250.00/hr.
Survey Technician	\$ 125.00/hr.
Survey Research and Schematic Production	\$ 90.00/hr.
Daily On-Site Inspection Services	\$ 68.00/hr.
Landscaping Designer	\$ 85.00/hr.
Expenses	Additional Cost Plus 10%

Economic Development Corporation

H.4

Meeting Date: August 28, 2025

Contact: Sean Stevens, Assistant Executive Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Performance Agreement for Project Ironwood.

Sean Stevens, Assistant Executive Director, Copperas Cove EDC

Description/Information:

The Copperas Cove Economic Development Corporation has negotiated a Performance Agreement with Tractor Supply Co. of Texas, LP, together with the City of Copperas Cove, for the development of a new Tractor Supply retail store on approximately 6.3 acres located at 917 W Business 190, Copperas Cove, Texas. This project is known as Project Ironwood.

Under the terms of this agreement, Tractor Supply will invest a minimum capital investment of \$4,000,000 in capital improvements and create and maintain at least three (3) full-time jobs and two (2) part-time jobs during the term of the agreement. In return, CCEDC will provide a Development Grant totaling \$70,250 to support the construction of wastewater construction, which will be extended to serve adjacent properties. The grant will be disbursed in two equal installments over the first two years of the store's operations, contingent on meeting capital investment and job creation benchmarks.

This project aligns with CCEDC's strategic plan and the attraction of the targeted industry sector, Retail Destinations. The agreement includes standard clawback provisions to protect public investment if performance requirements are not met. The construction of the wastewater infrastructure also allows for future development on surrounding parcels.

Financial Impact:

The Development Grant of \$70,250 will be paid in two equal installments: \$35,125 on or after February 1, 2026, and \$35,125 on or after February 1, 2027, provided performance milestones are achieved.

Action/Recommendation:

The CCEDC Staff recommends the Board of Directors approve the Performance Agreement for Project Ironwood

Attachments:

Economic Development and Performance Agreement between Copperas Cove Economic Development Corporation, together with the City of Copperas Cove and Tractor Supply Co. of Texas, LP

THE STATE OF TEXAS)
)
COUNTY OF CORYELL)

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

This Economic Development and Performance Agreement (this “*Agreement*”) made and entered into as of the Effective Date by and between the **City of Copperas Cove Economic Development Corporation**, a municipal non-profit corporation (the “*CCEDC*”), acting through its Board of Directors (the “*Board*”), together with the **City of Copperas Cove, Texas**, a Texas home rule municipality (the “*City*”), acting through its City Council, **VIA Real Estate, LLC**, a Wyoming limited liability company (the “*Developer*”), and Tractor Supply Co. of Texas, LP, a Texas limited partnership (“*Owner*”).

Agreement Format:

CCEDC, City, Developer, and Owner each have independent bases to enter into this Agreement, independent obligations to one or more Parties, and independent benefits from the Agreement. Therefore, this Agreement is formatted to address each party’s foundations, obligations, and benefits, distinct from the others.

City Recitals

WHEREAS, the City is a duly incorporated Texas home rule municipality.

WHEREAS, the City Council finds it appropriate to protect and promote the public health, safety, and welfare of those living in, working in, and visiting the City, on its own, and through the CCEDC who serves as an instrumentality of the City, by promoting and enabling community and economic development in the City which promotes the development of new jobs, new businesses and more capital investment in the community; and

WHEREAS, the City Council finds the CCEDC should, in collaboration with the City, promote new business development throughout the Property (as hereinafter defined), by investing in the extension of public water service, and

WHEREAS, the City Council finds a CCEDC Development Grant in support of the Project (as hereinafter defined) achieves the CCEDC’s purpose to promote new business development and the Project should proceed pursuant to this Agreement; and

WHEREAS, the City Council finds good cause to establish and provide the administration of this Agreement as a program for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality, pursuant to Texas Local Government Code Chapter 380 and other applicable laws, and

WHEREAS, the City Council finds it desires to enter into this Agreement to provide certainty of regulatory requirements for the Project, encourage the creation of high quality

development, the provision of jobs, and to grow the local and state economy, for the benefit of the current and future residents of the City; and

CCEDC Recitals

WHEREAS, the Board ~~of Directors of the Copperas Cove Economic Development Corporation ("Board of Directors")~~ finds ~~the CCEDC~~ is a duly created non-profit corporation as provided by Texas Business Organization Code Chapter 22, and is also a Type A Corporation as provided by Texas Local Government Code Chapters 501 and 504; and

WHEREAS, the Board ~~of Directors~~ finds that ~~the CCEDC~~ was created by the City of Copperas Cove, Texas which is its authorizing municipality, and it serves the City as its constituted authority and instrumentality. Tex. Loc. Gov't. Code § 501.055; and

WHEREAS, the Board ~~of Directors~~ finds this Agreement relating to the Project is for the benefit of the ~~CCEDC~~ as required by Texas Local Government Code § 501.156; and

WHEREAS, the Board ~~of Directors~~ finds the Project includes expenditures suitable for infrastructure necessary to promote and develop new or expanded business enterprises including sewer utilities and related improvements. Tex. Loc. Gov't. Code § 501.103; and

WHEREAS, the Board ~~of Directors~~ finds that all expenditures by the Board must first be approved by the City Council pursuant to Texas Local Government Code § 501.073(a); and

WHEREAS, the Board ~~of Directors~~ finds the ~~CCEDC~~ should enter into a performance agreement with the ~~City~~ Developer and Owner, which must include: (1) a performance agreement between the ~~CCEDC~~ and the Owner; (2) provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and the capital investment to be made as consideration for any direct incentives provided or expenditures made by the ~~CCEDC~~ under this Agreement as required by Texas Local Government Code § 501.158; and

WHEREAS, the Board ~~of Directors~~ finds this Agreement will include the necessary performance agreement provisions for this Project as required by law; and

WHEREAS, the Board ~~of Directors~~ finds that this Agreement should include the terms under which repayment of funds provided in this Agreement must be made if the Owner does not meet the performance requirements specified in the Agreement. Tex. Loc. Gov't. Code § 501.158(b)(2); and

WHEREAS, the Board ~~of Directors~~ finds that the funds granted by this Agreement are restricted, and may only be used to pay Project "costs", as provided by Texas Local Government Code § 501.152; and

WHEREAS, the Board ~~of Directors~~ finds it in the best interest of the CCEDC and is consistent with its mandate to enter into this Agreement to provide for the Project and encourage

the creation of development for the benefit of the local and state economy and the current and future residents of the City; and

Developer Recitals

WHEREAS, Developer represents it is VIA Real Estate, LLC, a Wyoming limited liability company and warrants it is in good standing and is able to conduct business in Texas; and

WHEREAS, Developer has entered into a development contract with Owner to construct the improvements comprising ~~of~~ the Project; and

WHEREAS, the Developer desires to enter into this Agreement to provide certainty of regulatory requirements for the Project; and

Owner Recitals

WHEREAS, Owner represents it is a Texas limited partnership and warrants it is in good standing and is able to conduct business in Texas; and

WHEREAS, Owner is the fee simple owner of the Property (as defined below), which Property is located within Coryell County, Texas, inside the boundaries of the City; and

WHEREAS, Owner is financing the construction of the Project and has engaged Developer to complete the construction of the Project improvements; and

WHEREAS, Owner's capital investment in the development of the Project is at least \$4,000,000; and

WHEREAS, the Owner's Project is creating at least three (3) full time jobs and two (2) part time jobs during the term of this Agreement, and

Commented [BB1]: Please confirm that this was supposed to be 2 and not 3 - changed by Tractor

WHEREAS, the Owner desires to enter into this Agreement to provide certainty of regulatory requirements for the Project and encourage the creation of development for the benefit of the current and future residents of the City; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 General. Words and phrases used in this Agreement shall have the meanings set forth in this Article 1. Terms that are not defined in this Article 1 but are defined in the Code of Ordinances for the City of Copperas Cove, Texas ("**Ordinances**"), shall be given the meanings set forth in the Ordinances. Words and phrases not defined in the Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall

include the singular, and words in the masculine gender shall include the female gender; and vice versa. The word “*shall*” is always mandatory and the word “*may*” is merely discretionary. Headings and captions are for reference only.

1.2 Specific.

1. “**Agreement**” means this Economic Development and Performance Agreement by and between the City, the CCEDC, the Developer, and the Owner.
2. “~~**Board-of-Directors**~~” means the governing body of the Copperas Cove Economic Development Corporation.
3. “**CCEDC**” means the Copperas Cove Economic Development Corporation, a non-profit corporation created by the City of Copperas Cove, Texas.
4. “**City**” means the City of Copperas Cove, Texas, a home rule municipality situated in Coryell County, Texas.
5. “**City Council**” ~~shall~~ means the governing body of the City.
6. “**City Regulations**” ~~shall~~ means all duly enacted ordinances, rules, and regulations of the City, including the City’s Subdivision Ordinance, together with all related administrative rules and technical criteria manuals.
7. “**Developer**” means VIA Real Estate, LLC and its successors and assigns.
8. “**Development Grant**” means the direct incentive provided by the CCEDC to the Owner in the amount of Seventy Thousand and Two Hundred Fifty and No/100 Dollars (\$70,250.00) in accordance with this Agreement.
9. “**Effective Date**” and similar references shall mean the date this Agreement is duly signed by the Developer, the CCEDC, and signed by the City Mayor after being approved and adopted by the City Council.
10. “**Inspector**” ~~shall~~ means an independent certified state licensed inspector to inspect the Improvements on the Property as to their conformity with the Plans attached hereto as **Exhibit “B”**, which the Parties have agreed will govern the development of the Project.
11. “**Owner**” means Tractor Supply Co. of Texas, LP, and its successors and assigns.
12. “**Plans**” ~~shall~~ mean the conceptual drawings of the Project attached as **Exhibit “C”**. The inclusion of the Plans in this Agreement shall not constitute the City’s approval of such plan nor adoption thereof for any purpose except to depict the provisions of this Agreement.

13. “**Party**” or “**Parties**” means individually or collectively the CCEDC, the City, the Developer, and the Owner.
14. “**Plat**” ~~shall~~ means the map or survey of the Property attached hereto as **Exhibit “A”**.
15. “**Project**” ~~shall~~ means the development, including horizontal and vertical improvements, of Tractor Supply store on the Property as generally detailed in the Plans.
16. “**Term**” ~~shall~~ means a period beginning the Effective Date and expiring three (3) years from the Effective Date.

Other terms defined herein have the meaning so given them.

ARTICLE 2 DEVELOPMENT AND PERFORMANCE AGREEMENT

2.1 Development Name. The name of the Development Project herein contemplated by this Agreement shall hereinafter be cited as the “**Tractor Supply Project.**”

2.2 Development Property. The “**Property**” shall mean approximately 6.339 acres and improvements to be surveyed out of tax parcel # 150937, Copperas Cove, Texas, as more particularly described in **Exhibit “A,”** attached hereto and incorporated herein for all purposes.

2.3 Plans. Developer hereby agrees to develop the Project and Property in accordance with the Plans attached hereto as **Exhibit “C”** and incorporated herein for all purposes, and subject to the application and approval of the City, together with payment of all necessary application and permit fees unless otherwise provided in this Agreement.

2.4 Platting

- A. The City has reviewed the Replat attached as **Exhibit “B,”** and incorporated herein for all purposes, and agrees to grant any variance necessary from any applicable ordinances, covenants, or regulations that would conflict with the Replat, and agrees to the development of the Project in accordance with the Plans.

2.5 Zoning; Restrictive Covenants and Building Standards.

- A. The Developer has filed appropriate application(s) for the Project for zoning and development which shall be completed according to the Plans as attached in **Exhibit “C.”**
- B. It is Developer’s intent that the Project be completed as a retail Tractor Supply store. The Property is located within the RC (Retail and Commercial) zoning district and the Property as a retail Tractor Supply store is a permitted use by right. The City affirms

that the Project is not currently, nor will it be in violation of any ordinances or zoning requirements. Further, upon application by the Developer or the Owner, the City agrees to grant a variance for the Project from any applicable ordinances, covenants, or regulations that may require the Project be completed in a manner that would be inconsistent with the Plans attached as Exhibit "C".

2.6 Performance Agreement Requirements

A. This Agreement shall include these minimum performance standards.

- 1) Owner warrants that on or before January 31, 2026, it will provide proof in a form found satisfactory to the Board of its capital investment in this Project demonstrating such capital investment is at least \$4,000,000 by December 31, 2025.
- 2) Owner warrants that on or before January 31, 2026, it will provide proof in a form found satisfactory to the Board of the creation and maintenance by Owner of a minimum of three (3) initially new full time jobs, and a minimum of two (2) initially new part time jobs.
- 3) Owner further warrants that each year on or before January 31 during the Term of this Agreement, beginning January 31, 2027, it will provide proof in a form found satisfactory to the Board of the maintenance by Owner of a minimum of (i) three (3) full time jobs, and (ii) two (2) part time jobs.
- 4) Owner warrants that on or before January 31, 2026, it will provide proof in a form found satisfactory to the Board of the expenditure of an amount equal to Development Grant to be entirely inclusive of "Costs" as defined by § 501.152 of the Texas Local Government Code.
- 5) ***DEFAULT in the event Owner is found in breach of this Agreement, in any regard, whether material or technical, and such breach continues for a period of thirty (30) days after written notice from the CCEDC, the Development Grant shall be reimbursed to the CCEDC within 30 days of the breach and expiration of applicable notice period. This obligation shall survive termination and shall be enforceable in damages or specific performance, to be determined in the sole discretion of the CCEDC Board.***

Commented [BB2]: Changed by Zoe from 5.4 to 4 million - is this ok?

Commented [BB3]: Sean - please see if this is accurate - was changed from 3 to 2

ARTICLE 3

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION

3.1 Connection to Public Sewer Line. In accordance with Chapters 501 and 504 of the Texas Local Government Code, the CCEDC has agreed to fund a portion the costs to extend the sewer line within the Property and connect it with the public sewer line.

3.2 Development Grant. As consideration for the Owner making capital improvements to the Project and the Developer agreeing to develop the Project consistent with the Plans attached hereto as **Exhibit “C”**, the CCEDC shall disburse the Development Grant to Owner in two (2) equal installments over the first two (2) years of operations, beginning on February 1, 2026 and again on February 1, 2027, so long as Owner has timely satisfied its Performance Agreement Requirements outlined in Article 2.6, and in accordance with applicable law.

3.3 Use of the Development Grant. The Development Grant shall be utilized solely for the development of the Project which meets the definition of “cost” defined by law applicable to economic development corporations.

ARTICLE 4 GENERAL CONDITIONS

4.1 Headings. The headings as to contents of articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

4.2 Entire Agreement. This Agreement, including all Exhibits, contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. By approving the execution of this Agreement, the City Council of the City may delegate the authority, without any further action being required of the City Council, to execute such amendments of the extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

4.3 Governing Law, Jurisdiction & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principals to the contrary. The Parties acknowledge that this Agreement is performable in Coryell County, Texas and hereby submit to the jurisdiction of the state or federal courts situated in or which govern that County and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

Notwithstanding any other provisions of this Agreement, each Party shall, in carrying out the terms of this Agreement, comply with all applicable State and Federal laws.

4.4 Notices. Any formal notices or other communications required to be given by one Party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing “next day delivery” or (iv) sending the same by telefax with confirming copy set by certified or registered mail. Notice shall be effective upon delivery if delivered in person, within one (1) business day if delivered by “next day delivery” or telefax, and upon the date of receipt if sending by certified or registered mail, return receipt requested. For the purposes of notice, the

addresses of the Parties, until changed as provided below, shall be as follows:

4.4.1 CCEDC Copperas Cove Economic Development Corporation
Attn: Executive Director
207 S 3rd Street, Suite 200
Copperas Cove, TX 76522
Phone: 254-547-7874
Email: fwelch@coveedc.com

With a copy to (which copy will not constitute notice):

CCEDC General Counsel
Attn: Barbara Boulware
223 West Anderson Lane
Suite A-105
Austin, Texas 78752
Phone: 512-323-5778
Email: barbara@cityattorneytexas.com

4.4.2 CITY: City of Copperas Cove
Attn: City Secretary
914 S. Main St.
Copperas Cove, TX 76522
Phone: 254-547-4221
Fax: _____

4.4.3 DEVELOPER:
VIA Real Estate, LLC
Attn: Chief Legal Officer
13105 Dover Avenue
Lubbock, Texas 79424
Email: keith@7bdev.com
Development@7bdev.com
Notices@7bdev.com

4.4.4 OWNER: Lease Administration Department
Tractor Supply Co. of Texas, LP
5401 Virginia Way
Brentwood, Tennessee 37027
Phone: (615) 440-4000
Fax: (615) 440-4132
Email: TSC_Notices@tractorsupply.com

Formatted: French (France)

With a copy to (which copy will not constitute notice):
Tax Department
Tractor Supply Company & Subsidiaries
5401 Virginia Way
Brentwood, Tennessee 37027
Phone: (615) 440-4000
Fax: (615) 440-4227
Email: Taxcompliance@tractorsupply.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

4.5 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised out of the Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the CCEDC, the City, the Developer, or the Owner to be material to the overall purpose and operation of this Agreement. If the CCEDC, the City, the Developer, or the Owner determine that the invalid provision is material, then, if the City has made such determination, the City shall have the option to dis-annex the Property, and the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the CCEDC, the City, the Developer, and the Owner from performance under such invalid provision of the Agreement. In the event of an ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Commented [BB4]: Is this agreeable?

4.6 Successors and Assigns. This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon and shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference.

4.7 Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained.

In the event one or more Parties (the “**Defaulting Party**” or “**Defaulting Parties**”) commits a breach of this Agreement, the other Party or Parties (the “**Non-Defaulting Party**” or “**Non-Defaulting Parties**”), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such a breach to the Defaulting Party or Defaulting Parties. Following receipt of such notice, the Defaulting Party or Defaulting Parties shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty (30) day period, the Defaulting Party or Defaulting Parties shall commence to cure such breach within said period and thereafter

diligently continue such cure to completion. In the event the Defaulting Party or Defaulting Parties fail(s) to cure the breach within said period, then the Non-Defaulting Party or Non-Defaulting Parties may pursue any remedy provided at law or in equity.

4.8 Third-Party Beneficiary. The Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, except for those ancillary benefits to Tractor Supply Corporation and its affiliates, as operator of the Tractor Supply Project.

4.9 Waiver and Reservation of Rights. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

4.10 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period.

The term "*force majeure*" as used herein, shall include, but not be limited to, acts of God, strikes, supply chain issues, lock-outs or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, pandemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of any of the Parties, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

4.11 Incorporation of Exhibits and Other Documents by Reference. All exhibits and other documents attached to or referred to in the Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

4.12 Further Documents. Each Party agrees that at any time after execution of this Agreement, it will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

4.13 Authority for Execution and Counterparts. Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized. It is understood and agreed that this Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

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4.14 Developer Liability Insurance. Developer will obtain and keep in force a commercial general liability insurance policy with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate insuring against liability for bodily injury, death, and property damage with respect to occurrences relating to the Project during any time of construction on the Property and will provide both the City and the CCEDC evidence of such insurance upon written request.

4.15 Term. Except as otherwise provided herein, this Agreement shall terminate three (3) years from the date hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have hereunder set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto this ____ day of _____, 20__.

THE CITY OF COPPERAS COVE

Dan Yancey, Mayor

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF CORYELL)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Dan Yancey, as Mayor of the City of Copperas Cove, Texas.

Notary Public, State of Texas
My Commission Expires: _____

**COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION**

Bradi Diaz, President

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF CORYELL)

This instrument was acknowledged before me on the ____ day of _____,
2025—, by Bradi Diaz as President of the City of Copperas
Cove Economic Development Corporation for the City of Copperas Cove, Texas.

Notary Public, State of Texas
My Commission Expires: _____

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby agreed to and accepted this ____ day of _____, 2025.

DEVELOPER

VIA REAL ESTATE, LLC, a Wyoming limited liability company

Derrick Merchant, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Derrick Merchant, as Manager of VIA REAL ESTATE, LLC, on behalf of VIA Real Estate, LLC, a Wyoming limited liability company.

Notary Public, State of Texas
My Commission Expires: _____

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby agreed to and accepted this ____ day of _____, 2025.

OWNER

TRACTOR SUPPLY CO. OF TEXAS, LP, a
Texas limited partnership

By: Tractor Supply Company, a Delaware
corporation, its general partner

Robert L. Rogers III, SVP, Real Estate &
Construction

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert L. Rogers III, as _____ of Tractor Supply Company, a Delaware corporation, the general partner of TRACTOR SUPPLY CO. OF TEXAS, LP, on behalf of Tractor Supply Co. of Texas, LP, a Texas limited partnership.

Notary Public, State of _____
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Lot 2, Block 1, of Holcomb Addition, being a replat of all of Lot 1, Block 1, Christian House of Prayer Addition, Phase Two, Copperas Cove, Coryell County, Texas, recorded in Slide 1201, Plat Records of Coryell County, Texas.

DRAFT

**EXHIBIT “B”
PLAT**

[See Attached]

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**EXHIBIT “C”
PLANS**

[See Attached]

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Economic Development Corporation**H.5.****Meeting Date:** August 28, 2025**Contact:** Fred Welch, Executive Director, Copperas Cove EDC

Subject:

Consideration and action on approving the contract with MRB Group for Phase 1 of the architectural and engineering work for a professional office building located on Patriot Circle. **Fred Welch, Executive Director, Copperas Cove EDC..**

Description/Information:

The recent strategic plan approved by the EDC and City Council brought out a weakness in our SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) that our existing industrial, office and retail inventory was very limited and aging. One of the key sectors identified for recruitment is professional services, information technology, engineering, and legal services. We need both housing and professional office space to attract higher-wage jobs and businesses to our city.

On April 23rd, the board of directors authorized the drafting and publication of a Request for Qualifications for architectural and design services for a commercial office building on Patriot Circle.

On July 30th the board of directors authorized EDC Director to Negotiate a contract between MRB Group for the architectural and engineering of an EDC Professional Office Space.

Financial Impact:

TBD

Action/Recommendation:

The EDC staff recommends that the board of directors approve the contract with MRB Group for Phase 1 of the architectural and engineering work for a professional office building located on Patriot Circle.

Attachments:

Economic Development Corporation

I.1.

Meeting Date: August 28, 2025

Contact: Fred Welch, Executive Director, Copperas Cove EDC

UPDATE

1. Executive Director's Report. **Fred Welch, Executive Director, Copperas Cove EDC**
-

Economic Development Corporation

I.2.

Meeting Date: August 28, 2025

Contact: Sean Stevens, Assistant Executive Director, Copperas Cove EDC

UPDATE

2. Assistant Executive Director's Report. **Sean Stevens, Copperas Cove EDC**
-

Economic Development Corporation

I.3.

Meeting Date: August 28, 2025

Contact: Sheena Tanner, Marketing Director, Copperas Cove EDC

UPDATE

3. Marketing Director's Report. **Sheena Tanner, Copperas Cove EDC**

Economic Development Corporation

I.4.

Meeting Date: August 28, 2025

Contact: Anne Seneca, Small Business Support Director, Copperas Cove EDC

UPDATE

4. Small Business Support Director's Report. **Anne Seneca, Copperas Cove EDC**

Economic Development Corporation

I.5

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Meeting Date: August 28, 2025

Contact: Brittany Sanders, Workforce Specialist, Copperas Cove EDC

UPDATE

5. Workforce Development Specialist's Report. **Brittany Sanders, Copperas Cove EDC**
