



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 **March 23, 2022, at 12.00 p.m.**

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 on any matter 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.

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 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 January 26, 2022. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**
2. Consideration and action on approval of minutes for the Special Meeting held on February 16, 2022. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**

G. PUBLIC HEARINGS

H. ACTION ITEMS

1. Consideration and action on approving the Profit and Loss report for the month of October 2021. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
2. Consideration and action on approving the Profit and Loss report for the month of November 2021. **Diane Drussell, Assistant Director, Copperas Cove EDC.**

3. Consideration and action on approving the Profit and Loss report for the month of December 2021. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
4. Consideration and action on approving the Profit and Loss report for the month of January 2022. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
5. Consideration and action on approving the Profit and Loss report for the month of February 2022. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
6. Discussion and direction on scheduling a date for the Board/Staff Strategic Planning Session. **Fred Welch, Executive Director, Copperas Cove EDC**
7. Consideration and action regarding a proposal for a virtual building for the Narrows Business and Technology Park. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
8. Consideration and action on accepting/approving a contract to purchase property owned by the CopperasCove Economic Development Corporation (CCEDC) located at 201 S. 2nd Street. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
9. Consideration and action on approving Resolution #EDC 2022-01 and authorizing Fred Welch to be a designated check signer, as per CCEDC Bylaws. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
10. Discussion and direction on a community assessment or strategic plan for the Copperas Cove EDC. **Fred Welch, Executive Director, Copperas Cove EDC.**
11. Discussion and direction on plan of work for the next six months. **Fred Welch, Executive Director, Copperas Cove EDC**

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

1. Update on EDC Activities. **Diane Drussell, Assistant Director, Copperas Cove EDC.**
 - Update Fieldstone Commercial, LLC regarding property in the Narrows Business and Technology Park.
 - Past/Upcoming workshops
2. Executive Director Report. **Fred Welch, Executive Director, Copperas Cove EDC.**

J. ITEMS FOR FUTURE AGENDAS

K. EXECUTIVE SESSION

Pursuant to §551.087 of the Texas Government Code, the Economic Development Corporation Board will meet in Executive Session to discuss a business prospect referenced as **Project DC**.

Pursuant §551.074 of the Texas Government Code, the Board of Directors will meet in Executive Session for deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a member of an advisory body or to hear a complaint or charge against a member of an advisory body – **Diane Drussell, Assistant Director, Copperas Cove EDC**.

L. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN 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 **5:00 p.m. March 18, 2022**, inside the Display Case of the Copperas Cove Economic Development Corporation, 113 W. Avenue D, Copperas Cove, Texas, a place convenient and readily accessible to the public always.

Brittany Sanders, ED Specialist
Copperas Cove EDC

Economic Development Corporation

F.1.

Meeting Date: March 23, 2022

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

Subject:

Consideration and action on approval of minutes for the Regular Meeting held on January 26, 2022.

Brittany Sanders, Economic Development Specialist, Copperas Cove EDC

Attachments:

January 26, 2022, Regular Meeting Minutes



COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Meeting Minutes for January 26, 2022

A. CALL TO ORDER

Chairman JC Stubbs called the Regular meeting of the Copperas Cove Economic Development Corporation to order at 12:02 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Chairman Joey Acfalle led the Invocation and the Pledge of Allegiance.

C. ROLL CALL

Roll call led by Brittany Sanders, Economic Development Specialist

Present: JC Stubbs, Chairman
Joey Acfalle, Vice Chairman
Elizabeth Ruszkiewicz, Director
Rick Kirkpatrick, Director
Jay Jackson, Secretary
Diane Drussell, Interim Director -EDC
Fred Chavez, Council Liaison
Ryan Haverlah, City Manager
Absent: Barbara Boulware-Wells, EDC Legal Counsel

D. ANNOUNCEMENTS

Information for upcoming events:

- *Chamber Banquet- January 29, 2022, at the Copperas Cove Civic Center*

E. CITIZENS FORUM

At this time, citizens will be allowed to speak on any matter 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.

- 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 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 November 17, 2021. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**
2. Consideration and action on approval of minutes for the Special Meeting held on December 9, 2021. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**
3. Consideration and action on approval of minutes for the Special Meeting held on January 6, 2022. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**
4. Consideration and action on approval of minutes for the Special Meeting held on January 20, 2022. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC**

Vice Chairman Joey Acfalle made a motion to approve Agenda Items H1 through H4. Secretary Jay Jackson seconded the motion and with a unanimous vote, motion carried.

G. PUBLIC HEARINGS

None

H. ACTION ITEMS

1. Discussion and direction on video presentation regarding virtual building, given by Chad Chancellor from Next Move Group. **Diane Drussell, Interim Director, Copperas Cove EDC.**

Chad Chancellor, Co-Founder of Next Move Group, presented for discussion and direction a video regarding a virtual building in the Narrows Business and Technology Park. Direction was given by the EDC Board of Directors to move forward with Information that was presented.

2. Consideration and action on approving the Year End Financial report for September 30, 2021. **Diane Drussell, Interim Director, Copperas Cove EDC.**

Vice Chairman Joey Acfalle made a motion to approve Agenda Item H2. Director Elizabeth Ruskiewicz seconded the motion and with a unanimous vote, motion carried

3. Consideration and action on approving Resolution # EDC 2021-07 and accepting the Quarterly Investment Report as presented for the quarter ending September 2021, per the Investment Policy. **Diane Drussell, Interim Director, Copperas Cove EDC**

Vice Chairman Joey Acfalle made a motion to approve Agenda Item H3. Secretary Jay Jackson seconded the motion and with a unanimous vote, motion carried

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

J. ITEMS FOR FUTURE AGENDAS

- *Consideration and action on proposal for virtual spec building*
- *Contract between CCEDC and Fieldstone, LLC.*

K. EXECUTIVE SESSION –Convene into Executive Session at 12:54 p.m.

Pursuant to §551.087 of the Texas Government Code, the Economic Development Corporation Board will meet in Executive Session for an update regarding the offer of a financial or other incentive to a business prospect.

L. RECONVENE INTO OPEN SESSION AT 1:03 P.M FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION

Director Elizabeth Ruszkiewicz made a motion to have the Interim Director move forward with the Letter of Intent presented in Executive Session for the property located on 201 S. 2nd Street. Director Rick Kirkpatrick seconded the motion and with a unanimous vote, motion carried.

M. ADJOURN

Chairman JC Stubbs adjourned the meeting at 1:03 p.m.

ATTEST:

Brittany Sanders, ED Specialist

Jay Jackson, Secretary

Economic Development Corporation

F.2.

Meeting Date: March 23, 2022

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

Subject:

Consideration and action on approval of minutes for the Special Meeting held on February 16, 2022, 2022. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC**

Attachments:

February 16, 2022, Special Meeting Minutes



COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Meeting Minutes for February 16, 2022

A. CALL TO ORDER

Chairman JC Stubbs called the Special meeting of the Copperas Cove Economic Development Corporation to order at 12:00 p.m.

B. ROLL CALL

Roll call led by Brittany Sanders, Economic Development Specialist

*Present: JC Stubbs, Chairman
Joey Acfalle, Vice Chairman
Elizabeth Ruszkiewicz, Director
Rick Kirkpatrick, Director
Jay Jackson, Secretary
Barbara Boulware-Wells, EDC Legal Counsel
Ryan Haverlah, City Manager
Absent: Diane Drussell, Interim Director -EDC
Absent: Fred Chavez, Council Liaison*

C. ACTION ITEMS

1. Consideration and action on approving the negotiated employment contract between the CCEDC and Mr. Fred Welch, for the position of Executive Director, subject to final approval by City Council. **J.C. Stubbs, Chairman of the Board, Copperas Cove Economic Development Corporation.**

Director Rick Kirkpatrick made a motion to approve Agenda Item C1. Secretary Jay Jackson seconded the motion and with a unanimous vote, motion carried.

D. ADJOURN

Chairman JC Stubbs adjourned the meeting at 12:01 p.m.

ATTEST:

Brittany Sanders, ED Specialist

Jay Jackson, Secretary

Economic Development Corporation

H.1.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of October 2021. **Diane Drussell, Assistant Director, Copperas Cove EDC.**

Description/Information:

The Profit and Loss report for October 2021 has been prepared by the 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 the attached Profit and Loss report.

Action/Recommendation:

EDC staff recommends the Board approve the Profit and Loss report for October 2021 as presented by Diane Drussell.

Attachments:

October 2021 Financials:

Profit and Loss
Bancorp South Reconciliation Summary
TEXPOOL – Reconciliation Summary

Copperas Cove Economic Development Corporation
Profit & Loss
October 2021

	Oct 21
Ordinary Income/Expense	
Income	
Revenues	
Interest Income	388.73
Total Revenues	388.73
Total Income	388.73
Expense	
EXPENDITURES	
EDC Administration	
Personnel	
Staff Salary	14,617.28
Longevity	55.38
FICA Tax	1,188.71
Employee Insurance	660.50
Retirement	2,094.59
Other Personnel Expenses	
Cell Phone Allowance	160.00
Discretionary/Misc	1,882.56
Total Other Personnel Expenses	2,042.56
Total Personnel	20,659.02
Public Relations	
Board Lunches	72.93
Misc funerals illness goodwill	51.91
Total Public Relations	124.84
SUPPLIES AND MATERIALS	
Office Supplies	54.56
Cleaning Supplies	67.62
Postage	
Regular USPS	58.00
Total Postage	58.00
Minor Equipment/Electronics	40.04
Total SUPPLIES AND MATERIALS	220.22
REPAIRS AND MAINTENANCE	
Repairs and Maintenance (Bldg)	
Alarm	39.99
Pest Control	55.00
Storage	180.90
Misc. Mowing/Repairs	95.00
Total Repairs and Maintenance (Bldg)	370.89
Total REPAIRS AND MAINTENANCE	370.89
CONTRACTUAL SERVICES	
Consulting Fees	
Legal Fees	2,397.50
Total Consulting Fees	2,397.50
Bank Analysis Fees	36.93
Communication	
Internet	238.85
Phone Service	228.26
Total Communication	467.11
Rental of Equipment	

Copperas Cove Economic Development Corporation

Profit & Loss

October 2021

	Oct 21
Copier	608.98
Total Rental of Equipment	608.98
Rental of Property	1,600.00
Dues and Subscriptions	
Community/Civic Memberships	100.00
Dues and Subscriptions - Other	189.34
Total Dues and Subscriptions	289.34
Professional Development	
SEDC Conference	500.00
Professional Development - Other	407.98
Total Professional Development	907.98
Professional Services	10,000.00
Utilities	
Water	48.89
Utilities - Other	338.36
Total Utilities	387.25
Total CONTRACTUAL SERVICES	16,695.09
Insurance Expense	889.25
Total EDC Administration	38,959.31
EDC NON-DEPARTMENTAL SUPPLIES AND MATERIAL	
Program / Project Supplies	95.95
Total SUPPLIES AND MATERIAL	95.95
CONTRACTUAL SERVICES	
Advertising	
Loop Net	80.35
Total Advertising	80.35
Business Attraction/Marketing	954.12
Total CONTRACTUAL SERVICES	1,034.47
Total EDC NON-DEPARTMENTAL	1,130.42
Total EXPENDITURES	40,089.73
Suspense	-19.67
Total Expense	40,070.06
Net Ordinary Income	-39,681.33
Net Income	-39,681.33

11:45 AM

12/09/21

Copperas Cove Economic Development Corporation

Reconciliation Summary

Cash- BANCORPSOUTH, Period Ending 10/31/2021

	Oct 31, 21
Beginning Balance	2,611,635.53
Cleared Transactions	
Checks and Payments - 36 items	-51,628.01
Deposits and Credits - 6 items	239.37
Total Cleared Transactions	-51,388.64
Cleared Balance	2,560,246.89
Uncleared Transactions	
Checks and Payments - 10 items	-4,500.31
Total Uncleared Transactions	-4,500.31
Register Balance as of 10/31/2021	2,555,746.58
New Transactions	
Checks and Payments - 32 items	-167,969.38
Total New Transactions	-167,969.38
Ending Balance	2,387,777.20

Copperas Cove Economic Development Corporation

Reconciliation Detail

TEXPOOL ACCOUNT, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						5,625,207.17
Cleared Transactions						
Deposits and Credits - 1 item						
General Journal	10/29/2021	57		X	169.03	169.03
Total Deposits and Credits					169.03	169.03
Total Cleared Transactions					169.03	169.03
Cleared Balance					169.03	5,625,376.20
Register Balance as of 10/31/2021					169.03	5,625,376.20
Ending Balance					169.03	5,625,376.20

Economic Development Corporation

H.2.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of November 2021.

Diane Drussell, Assistant Director, Copperas Cove EDC.

Description/Information:

The Profit and Loss report for November 2021 has been prepared by the 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 the attached Profit and Loss report.

Action/Recommendation:

EDC staff recommends the Board approve the Profit and Loss report for November 2021 as presented by Diane Drussell.

Attachments:

November 2021 Financials:

Profit and Loss

Bancorp South Reconciliation Summary

TEXPOOL – Reconciliation Summary

Copperas Cove Economic Development Corporation

Profit & Loss

November 2021

	Nov 21
Ordinary Income/Expense	
Income	
Revenues	
Sales Tax Income	294,294.50
Interest Income	396.03
Total Revenues	294,690.53
Total Income	294,690.53
Expense	
EXPENDITURES	
EDC Administration	
Personnel	
Staff Salary	9,790.40
Longevity	36.92
FICA Tax	781.23
Employee Insurance	660.50
Retirement	1,409.12
Other Personnel Expenses	
Cell Phone Allowance	160.00
Discretionary/Misc	961.60
Total Other Personnel Expenses	1,121.60
Total Personnel	13,799.77
Public Relations	
Board Lunches	150.64
Total Public Relations	150.64
SUPPLIES AND MATERIALS	
Office Supplies	172.97
Cleaning Supplies	30.06
Total SUPPLIES AND MATERIALS	203.03
REPAIRS AND MAINTENANCE	
Repairs and Maintenance (Bldg)	
Janitorial	322.18
Repairs and Maintenance (Bldg) - Other	180.90
Total Repairs and Maintenance (Bldg)	503.08
Total REPAIRS AND MAINTENANCE	503.08
CONTRACTUAL SERVICES	
Consulting Fees	
Legal Fees	451.50
Total Consulting Fees	451.50
Bank Analysis Fees	60.86
Communication	
Internet	238.85
Phone Service	232.69
Total Communication	471.54
Rental of Equipment	
Copier	289.99
Total Rental of Equipment	289.99
Rental of Property	1,600.00
Dues and Subscriptions	414.03
Professional Development	3,325.74
Professional Services	

Copperas Cove Economic Development Corporation

Profit & Loss

November 2021

	Nov 21
Third Party Financial	750.00
Professional Services - Other	667.05
Total Professional Services	1,417.05
Utilities	
Water	51.41
Utilities - Other	264.53
Total Utilities	315.94
Total CONTRACTUAL SERVICES	8,346.65
Total EDC Administration	23,003.17
EDC NON-DEPARTMENTAL CONTRACTUAL SERVICES	
Advertising	
Loop Net	80.35
Total Advertising	80.35
Contract Labor	
Narrows - Mowing	2,750.00
Total Contract Labor	2,750.00
Business Attraction/Marketing	189.52
Total CONTRACTUAL SERVICES	3,019.87
LAND	124,163.00
Total EDC NON-DEPARTMENTAL	127,182.87
Total EXPENDITURES	150,186.04
Total Expense	150,186.04
Net Ordinary Income	144,504.49
Net Income	144,504.49

12:16 PM

12/09/21

Copperas Cove Economic Development Corporation

Reconciliation Summary

Cash- BANCORPSOUTH, Period Ending 11/30/2021

	Nov 30, 21
Beginning Balance	2,560,246.89
Cleared Transactions	
Checks and Payments - 26 items	-24,443.43
Deposits and Credits - 3 items	294,514.81
Total Cleared Transactions	270,071.38
Cleared Balance	2,830,318.27
Uncleared Transactions	
Checks and Payments - 12 items	-131,258.96
Total Uncleared Transactions	-131,258.96
Register Balance as of 11/30/2021	2,699,059.31
New Transactions	
Checks and Payments - 9 items	-19,155.49
Total New Transactions	-19,155.49
Ending Balance	2,679,903.82

Copperas Cove Economic Development Corporation
Reconciliation Summary
TEXPOOL ACCOUNT, Period Ending 11/30/2021

	Nov 30, 21
Beginning Balance	5,625,376.20
Cleared Transactions	
Deposits and Credits - 1 Item	175.72
Total Cleared Transactions	175.72
Cleared Balance	5,625,551.92
Register Balance as of 11/30/2021	5,625,551.92
Ending Balance	5,625,551.92

Economic Development Corporation

H.3.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of December 2021.

Diane Drussell, Assistant Director, Copperas Cove EDC.

Description/Information:

The Profit and Loss report for December 2021 has been prepared by the 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 the attached Profit and Loss report.

Action/Recommendation:

EDC staff recommends the Board approve the Profit and Loss report for December 2021 as presented by Diane Drussell.

Attachments:

December 2021 Financials:

Profit and Loss

Bancorp South Reconciliation Summary

TEXPOOL – Reconciliation Summary

Copperas Cove Economic Development Corporation

Profit & Loss

December 2021

03/03/22

Accrual Basis

	Dec 21
Ordinary Income/Expense	
Income	
Revenues	
Sales Tax Income	124,925.68
Interest Income	364.81
Total Revenues	125,290.49
Total Income	125,290.49
Expense	
EXPENDITURES	
EDC Administration	
Personnel	
Staff Salary	9,790.40
Longevity	36.92
FICA Tax	781.24
Employee Insurance	660.50
Retirement	1,409.12
Other Personnel Expenses	
Cell Phone Allowance	160.00
Discretionary/Misc	961.60
Total Other Personnel Expenses	1,121.60
Total Personnel	13,799.78
Public Relations	
Board Lunches	110.31
Public Relations - Other	39.83
Total Public Relations	150.14
REPAIRS AND MAINTENANCE	
Repairs and Maintenance (Bldg)	
Alarm	39.99
Pest Control	55.00
Storage	190.90
Repairs and Maintenance (Bldg) - Other	0.00
Total Repairs and Maintenance (Bldg)	285.89
Total REPAIRS AND MAINTENANCE	285.89
CONTRACTUAL SERVICES	
Bank Analysis Fees	83.74
Advertising	12,062.50
Communication	
Internet	242.70
Total Communication	242.70
Rental of Equipment	
Copier	289.99
Total Rental of Equipment	289.99
Rental of Property	1,600.00
Dues and Subscriptions	
Professional Memberships	525.00
Dues and Subscriptions - Other	642.42
Total Dues and Subscriptions	1,167.42
Professional Development	1,009.99
Utilities	
Water	49.91
Utilities - Other	328.51

11:47 AM

03/03/22

Accrual Basis

Copperas Cove Economic Development Corporation**Profit & Loss**

December 2021

	Dec 21
Total Utilities	378.42
Total CONTRACTUAL SERVICES	16,834.76
Insurance Expense	515.95
Total EDC Administration	31,586.52
EDC NON-DEPARTMENTAL SUPPLIES AND MATERIAL	60.29
CONTRACTUAL SERVICES	
Advertising	
Loop Net	80.35
Total Advertising	80.35
Dues and Subscriptions	0.00
Business Attraction/Marketing	420.00
Total CONTRACTUAL SERVICES	500.35
Total EDC NON-DEPARTMENTAL	560.64
Total EXPENDITURES	32,147.16
Suspense	103.45
Total Expense	32,250.61
Net Ordinary Income	93,039.88
Net Income	93,039.88

2:19 PM

02/22/22

Copperas Cove Economic Development Corporation

Reconciliation Summary

Cash- BANCORPSOUTH, Period Ending 12/31/2021

	<u>Dec 31, 21</u>
Beginning Balance	2,830,318.27
Cleared Transactions	
Checks and Payments - 30 Items	-159,985.39
Deposits and Credits - 3 Items	125,111.04
Total Cleared Transactions	-34,874.35
Cleared Balance	2,795,443.92
Uncleared Transactions	
Checks and Payments - 5 Items	-2,154.94
Total Uncleared Transactions	-2,154.94
Register Balance as of 12/31/2021	2,793,288.98
New Transactions	
Checks and Payments - 45 Items	-108,901.50
Total New Transactions	-108,901.50
Ending Balance	2,684,387.48

1:50 PM

02/22/22

Copperas Cove Economic Development Corporation

Reconciliation Summary

TEXPOOL ACCOUNT, Period Ending 12/31/2021

	Dec 31, 21
Beginning Balance	5,625,551.92
Cleared Transactions	
Deposits and Credits - 1 Item	179.45
Total Cleared Transactions	179.45
Cleared Balance	5,625,731.37
Register Balance as of 12/31/2021	5,625,731.37
Ending Balance	5,625,731.37

Economic Development Corporation

H.4.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of January 2022. **Diane Drussell, Assistant Director, Copperas Cove EDC.**

Description/Information:

The Profit and Loss report for January 2022 has been prepared by the 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 the attached Profit and Loss report.

Action/Recommendation:

EDC staff recommends the Board approve the Profit and Loss report for January 2022 as presented by Diane Drussell.

Attachments:

January 2022 Financials:

Profit and Loss
Bancorp South Reconciliation Summary
TEXPOOL – Reconciliation Summary

Copperas Cove Economic Development Corporation

Profit & Loss

January 2022

	Jan 22
Ordinary Income/Expense	
Income	
Revenues	
Interest Income	367.57
Total Revenues	367.57
Total Income	367.57
Expense	
EXPENDITURES	
EDC Administration	
Personnel	
Staff Salary	9,790.40
Longevity	36.92
FICA Tax	815.19
Employee Insurance	660.50
Retirement	1,381.75
Other Personnel Expenses	
Cell Phone Allowance	160.00
Discretionary/Misc	961.60
Total Other Personnel Expenses	1,121.60
Total Personnel	13,806.36
Public Relations	
Board Lunches	62.22
Public Relations - Other	498.86
Total Public Relations	561.08
SUPPLIES AND MATERIALS	
Office Supplies	
Paper	28.28
Other	87.65
Office Supplies - Other	99.90
Total Office Supplies	215.83
Postage	58.00
Total SUPPLIES AND MATERIALS	273.83
REPAIRS AND MAINTENANCE	
Repairs and Maintenance (Bldg)	
Alarm	39.99
Pest Control	55.00
Janitorial	322.18
Storage	190.90
Total Repairs and Maintenance (Bldg)	608.07
Repairs & Maint. - Equipment	75.00
Total REPAIRS AND MAINTENANCE	683.07
CONTRACTUAL SERVICES	
Consulting Fees	
Legal Fees	52.50
Total Consulting Fees	52.50
Bank Analysis Fees	0.98
Communication	
Internet	238.85
Total Communication	238.85
Rental of Equipment	

Copperas Cove Economic Development Corporation

Profit & Loss

January 2022

	Jan 22
Copier	289.99
Total Rental of Equipment	289.99
Rental of Property	1,600.00
Dues and Subscriptions	
Professional Memberships	3,000.00
Dues and Subscriptions - Other	373.20
Total Dues and Subscriptions	3,373.20
Professional Development	
TEDC	2,750.00
Professional Development - Other	9.99
Total Professional Development	2,759.99
Professional Services	
Third Party Financial	53.16
Professional Services - Other	17,606.06
Total Professional Services	17,659.22
Utilities	
Water	47.52
Utilities - Other	797.85
Total Utilities	845.37
Total CONTRACTUAL SERVICES	26,820.10
Insurance Expense	1,056.90
Total EDC Administration	43,201.34
DEBT SERVICES	
2012 Sales Tax Bond Note Int	19,654.24
Total DEBT SERVICES	19,654.24
EDC NON-DEPARTMENTAL CONTRACTUAL SERVICES	
Advertising	
Loop Net	80.35
Total Advertising	80.35
Contract Labor	33,300.00
Total CONTRACTUAL SERVICES	33,380.35
Total EDC NON-DEPARTMENTAL	33,380.35
Total EXPENDITURES	96,235.93
Suspense	215.82
Total Expense	96,451.75
Net Ordinary Income	-96,084.18
Net Income	-96,084.18

2:58 PM

02/22/22

Copperas Cove Economic Development Corporation

Reconciliation Summary

Cash- BANCORPSOUTH, Period Ending 01/31/2022

	Jan 31, 22
Beginning Balance	2,795,443.92
Cleared Transactions	
Checks and Payments - 27 items	-42,367.22
Deposits and Credits - 1 item	188.10
Total Cleared Transactions	-42,179.12
Cleared Balance	2,753,264.80
Uncleared Transactions	
Checks and Payments - 17 items	-57,602.14
Total Uncleared Transactions	-57,602.14
Register Balance as of 01/31/2022	2,695,662.66
New Transactions	
Checks and Payments - 15 items	-16,222.14
Total New Transactions	-16,222.14
Ending Balance	2,679,440.52

1:51 PM

02/22/22

Copperas Cove Economic Development Corporation
Reconciliation Summary
TEXPOOL ACCOUNT, Period Ending 01/31/2022

	<u>Jan 31, 22</u>
Beginning Balance	5,625,731.37
Cleared Transactions	
Deposits and Credits - 1 Item	<u>179.47</u>
Total Cleared Transactions	<u>179.47</u>
Cleared Balance	<u><u>5,625,910.84</u></u>
Register Balance as of 01/31/2022	5,625,910.84
Ending Balance	5,625,910.84

Economic Development Corporation

H.5.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving the Profit and Loss report for the month of February 2022.

Diane Drussell, Assistant Director, Copperas Cove EDC.

Description/Information:

The Profit and Loss report for February 2022 has been prepared by the 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 the attached Profit and Loss report.

Action/Recommendation:

EDC staff recommends the Board approve the Profit and Loss report for February 2022 as presented by Diane Drussell.

Attachments:

February 2022 Financials:

Profit and Loss

Bancorp South Reconciliation Summary

TEXPOOL – Reconciliation Summary February 2022 Financials

Profit & Loss

February 2022

	Feb 22
Ordinary Income/Expense	
Income	
Revenues	
Sales Tax Income	138,816.43
Interest Income	174.69
Total Revenues	138,991.12
Total Income	138,991.12
Expense	
EXPENDITURES	
EDC Administration	
Board Related Expenses	68.49
Personnel	
Staff Salary	9,796.70
Longevity	36.92
FICA Tax	797.07
Employee Insurance	660.50
Retirement	1,382.56
Other Personnel Expenses	
Cell Phone Allowance	160.00
Discretionary/Misc	970.00
Total Other Personnel Expenses	1,130.00
Total Personnel	13,803.75
Public Relations	-6.17
SUPPLIES AND MATERIALS	
Office Supplies	71.57
Furniture and Fixtures	75.76
Total SUPPLIES AND MATERIALS	147.33
REPAIRS AND MAINTENANCE	
Repairs and Maintenance (Bldg)	
Alarm	39.99
Repairs and Maintenance (Bldg) - Other	190.90
Total Repairs and Maintenance (Bldg)	230.89
Repairs & Maint. - Equipment	
Repairs (Computers/Phones)	262.50
Total Repairs & Maint. - Equipment	262.50
Total REPAIRS AND MAINTENANCE	493.39
CONTRACTUAL SERVICES	
Consulting Fees	
Legal Fees	35.00
Total Consulting Fees	35.00
Bank Analysis Fees	0.98
Rental of Equipment	
Copier	289.99
Total Rental of Equipment	289.99
Rental of Property	1,600.00
Dues and Subscriptions	342.39
Professional Development	9.99
Professional Services	
All Exec Search	2,260.57

4:14 PM

03/15/22

Accrual Basis

Copperas Cove Economic Development Corporation

Profit & Loss

February 2022

	Feb 22
Total Professional Services	2,260.57
Provided City Services	161.09
Utilities	628.13
Total CONTRACTUAL SERVICES	5,328.14
Total EDC Administration	19,834.93
EDC NON-DEPARTMENTAL SUPPLIES AND MATERIAL	
Program / Project Supplies	17.00
Total SUPPLIES AND MATERIAL	17.00
CONTRACTUAL SERVICES	
Advertising	
Loop Net	80.35
Total Advertising	80.35
Business Attraction/Marketing	182.77
Total CONTRACTUAL SERVICES	263.12
Total EDC NON-DEPARTMENTAL	280.12
Total EXPENDITURES	20,115.05
Total Expense	20,115.05
Net Ordinary Income	118,876.07
Net Income	118,876.07

4:11 PM

03/15/22

Copperas Cove Economic Development Corporation**Reconciliation Summary****Cash- BANCORPSOUTH, Period Ending 02/28/2022**

	Feb 28, 22
Beginning Balance	2,753,264.80
Cleared Transactions	
Checks and Payments - 32 items	-72,360.69
Deposits and Credits - 3 items	138,991.12
Total Cleared Transactions	66,630.43
Cleared Balance	2,819,895.23
Uncleared Transactions	
Checks and Payments - 6 items	-5,339.95
Total Uncleared Transactions	-5,339.95
Register Balance as of 02/28/2022	2,814,555.28
New Transactions	
Checks and Payments - 21 items	-12,440.66
Total New Transactions	-12,440.66
Ending Balance	2,802,114.62

9:48 AM

03/17/22

Copperas Cove Economic Development Corporation

Reconciliation Summary

TEXPOOL ACCOUNT, Period Ending 02/28/2022

	Feb 28, 22
Beginning Balance	5,625,910.84
Cleared Transactions	
Deposits and Credits - 1 item	272.70
Total Cleared Transactions	272.70
Cleared Balance	<u>5,626,183.54</u>
Uncleared Transactions	
Checks and Payments - 1 item	-0.35
Total Uncleared Transactions	-0.35
Register Balance as of 02/28/2022	<u>5,626,183.19</u>
Ending Balance	5,626,183.19

Economic Development Corporation

H.6.

Meeting Date: March 23, 2022

Contact: Fred Welch, Executive Director, Copperas Cove EDC

Subject:

Discussion and direction on scheduling a date for the Board/Staff Strategic Planning Session. **Fred Welch, Executive Director, Copperas Cove EDC**

Background/History:

Staff recommends a half day planning retreat for CCEDC Board and staff in late April or early May to review current plans, work with a facilitator to go through a SWOT analysis and establish priorities to share with the community – If a community assessment is approved by the Board this would be the kickoff to this process.

Financial Impact:

\$1500 if not included in the community assessment

Action/Recommendations:

Staff requests the CCEDC Board of Directors authorize staff to provide a range of dates in late April to early May for the board to consider for a ½ day workshop/retreat

Attachments:

Economic Development Corporation

H.7.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action regarding virtual building for the Narrows Business and Technology Park.
Diane Drussell, Assistant Director, Copperas Cove EDC

Description/Information:

The CCEDC has been unable to qualify or submit RFPs on many leads (mostly through the Governor's Office) due to not having any readily available buildings/warehouses.

In 2018, the discussion of a building was brought up to the BOD, with CCEDC staff believing this would be beneficial. A company (CBRE) was contracted to do a feasibility study for the Narrows Business and Technology Park and were able to offer input based on their findings which included a spec building. Due to transitions at the CCEDC, the spec building conversation was put on hold.

In 2019, CBRE conducted and presented a feasibility study for the Narrows Business and Technology Park. Attached are their suggestions based on information gathered at that time.

In 2020, the conversation regarding a spec building came up again and the CCEDC staff is seeking direction.

In 2021, EDC staff sent out RFP's and received four, the BOD selected one (Next Move Group) to further research.

In 2022, a presentation was given by Chad Chancellor with Next Move Group, regarding a virtual spec building for the Narrows Business and Technology Park and questions were answered.

Financial Impact:

TBD

Action/Recommendation:

EDC staff recommends the Board of Directors to approve the proposal from Next Move Group to design a virtual spec building for the Narrows Business and Technology Park.

Attachments:

Next Move Group Proposal



Copperas Cove

VIRTUAL SPEC BUILDINGs

PROPOSAL



November, 2021

www.thenextmovegroup.com

Next Move Group's Mission

Next Move Group exists to create economic growth for small to mid-sized companies, communities, and nonprofit organizations.

Check out our website to learn about our mission: www.thenextmovegroup.com

Next Move Group
We Are Jobs

NEWS SITE SELECTION EXECUTIVE SEARCHES ECONOMIC DEVELOPMENT PRODUCTS PODCAST CHANNEL ABOUT/CONTACT US

CALL US TODAY
(800) 764-3105

JOIN OUR MOVEMENT TO GROW THE AMERICAN ECONOMY

Which Focuses on Creating Economic Growth for **Small to Mid-Sized** Companies, Communities, and Non-Profit Organizations

LEARN MORE ▶

We are Driven to Create Economic Growth for Small to Mid-Sized Companies, Communities, and Nonprofit Organizations Because We Believe They are Vital to the American Economy

So, We Choose to Be a Leader in Helping Small to Mid-Sized Companies Secure the Same Tax Incentives Large Companies Leverage to Create Jobs

And, We Recognize the Importance Small to Mid-Sized Communities and Small to Mid-Sized Nonprofits, Including Those in Large Metro Areas, Play in Creating Economic Growth

Why is our mission to create economic growth for small to mid-sized companies, communities, and non-profit organizations?

When our Co-Founder Chad Chancellor was 9 years old, his small town was crushed economically and his dad lost his job when Sunbeam moved a blanket factory from his hometown to China. Ever since, he has been passionate about helping small towns create economic growth, so others don't have to go through the pain he saw in his town.


Our other Co-Founder Alex Metzger was raised in a mid-sized community by an entrepreneurial family. His family owned meat processing facilities from the 1920s through the 1990s. Metzger saw them eventually exit this market as Wal-Mart and other big box retailers put them out of business. Ever since, he has been passionate about helping small to mid-sized companies create economic growth due to seeing the economic realities of how times are always changing.

What services do we offer to pursue our mission to create economic growth for small to mid-sized companies, communities, and non-profit organizations?

We do site selection consulting for small to mid-sized manufacturers, food processors, and distribution companies. We offer economic development consulting & marketing services for small to mid-sized communities.



Features of Our Virtual Buildings



Dynamic Building Calculator
England Airpark

50,000 SQ. FT. GENERAL MANUFACTURING

62,000 SQ. FT. HANGAR

200,000 SQ. FT. REGIONAL DISTRIBUTION

Estimated Budget
\$3,650,000
Time to Build
9 Months


<p>Ceiling Height <input type="text" value="32' Clear Eave Height (Base)"/></p> <p>Column Spacing <input type="text" value="50'x30' (Base)"/></p> <p>Air Cond. In Production Area <input type="text" value="No (Base)"/></p>	<p>Floor Thickness <input (base)"="" reinforced="" type="text" value="6"/></p> <p>Exterior Finish Options (Metal/CMU) <input type="text" value="Concrete Masonry (Base)"/></p> <p>15 Ton Crane Base Structure <input type="text" value="No (Base)"/></p>
--	--






Employee Parking

Dock Doors - 4

Add Office SF in Production Area - 5000


50,000 SQ. FT. GENERAL MANUFACTURING



Download Pre-Designed Base Drawings and Building Plans

Up to 3 different sq. ft. and up to 3 different types of buildings based on your target industries. For this community the targets were general manufacturing, aerospace, and distribution.



Dynamic Building Calculator
England Airpark

50,000 SQ. FT. GENERAL MANUFACTURING

62,000 SQ. FT. HANGAR

200,000 SQ. FT. REGIONAL DISTRIBUTION

Estimated Budget
\$3,650,000
Time to Build
9 Months


<p>Ceiling Height <input type="text" value="32' Clear Eave Height (Base)"/></p> <p>Column Spacing <input type="text" value="50'x30' (Base)"/></p> <p>Air Cond. In Production Area <input type="text" value="No (Base)"/></p>	<p>Floor Thickness <input (base)"="" reinforced="" type="text" value="6"/></p> <p>Exterior Finish Options (Metal/CMU) <input type="text" value="Concrete Masonry (Base)"/></p> <p>15 Ton Crane Base Structure <input type="text" value="No (Base)"/></p>
--	--






Employee Parking

Dock Doors - 4

Add Office SF in Production Area - 5000

50,000 SQ. FT. GENERAL MANUFACTURING



Download Pre-Designed Base Drawings and Building Plans

Over 2,000 potential options for the buildings all which change the cost and time to build figures in the calculator.

All these options can be changed based on what the prospect wants.

Features of Our Virtual Buildings, continued...
Dynamic Building Calculator
England Airpark

50,000 SQ. FT. GENERAL MANUFACTURING

62,000 SQ. FT. HANGAR

200,000 SQ. FT. REGIONAL DISTRIBUTION

Estimated Budget
\$3,650,000
 Time to Build
9 Months

Ceiling Height 32' Clear Eave Height (Base)	Floor Thickness 6" Reinforced (Base)
Column Spacing 50'x30' (Base)	Exterior Finish Options (Metal/CMU) Concrete Masonry (Base)
Air Cond. In Production Area No (Base)	15 Ton Crane Base Structure No (Base)
Employee Parking Asphalt Applied to Stone Base	

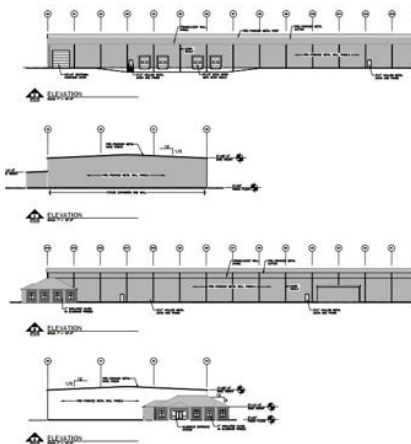
Dock Doors - 4

Add Office SF in Production Area - 5000

[Download Pre-Designed Base Drawings and Building Plans](#)


This click brings up
 actual building plans
 and drawings.

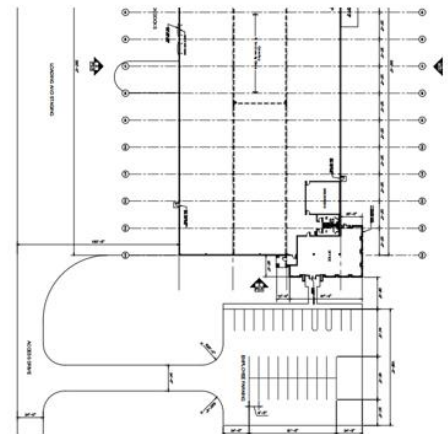
ACTUAL BUILDING PLANS AND DRAWINGS

**Budget - 52,500 SF Building**

JESCO, Inc. proposes to furnish the necessary labor, materials, equipment and project supervision to design and construct a 52,500 SF Building for the budget amount of Two million, one hundred sixty thousand and no/100 dollars (\$2,160,000.00). Our budget pricing is based on the attached clarifications and our best understanding of your needs at this time. We have also attached some voluntary alternates for your consideration.

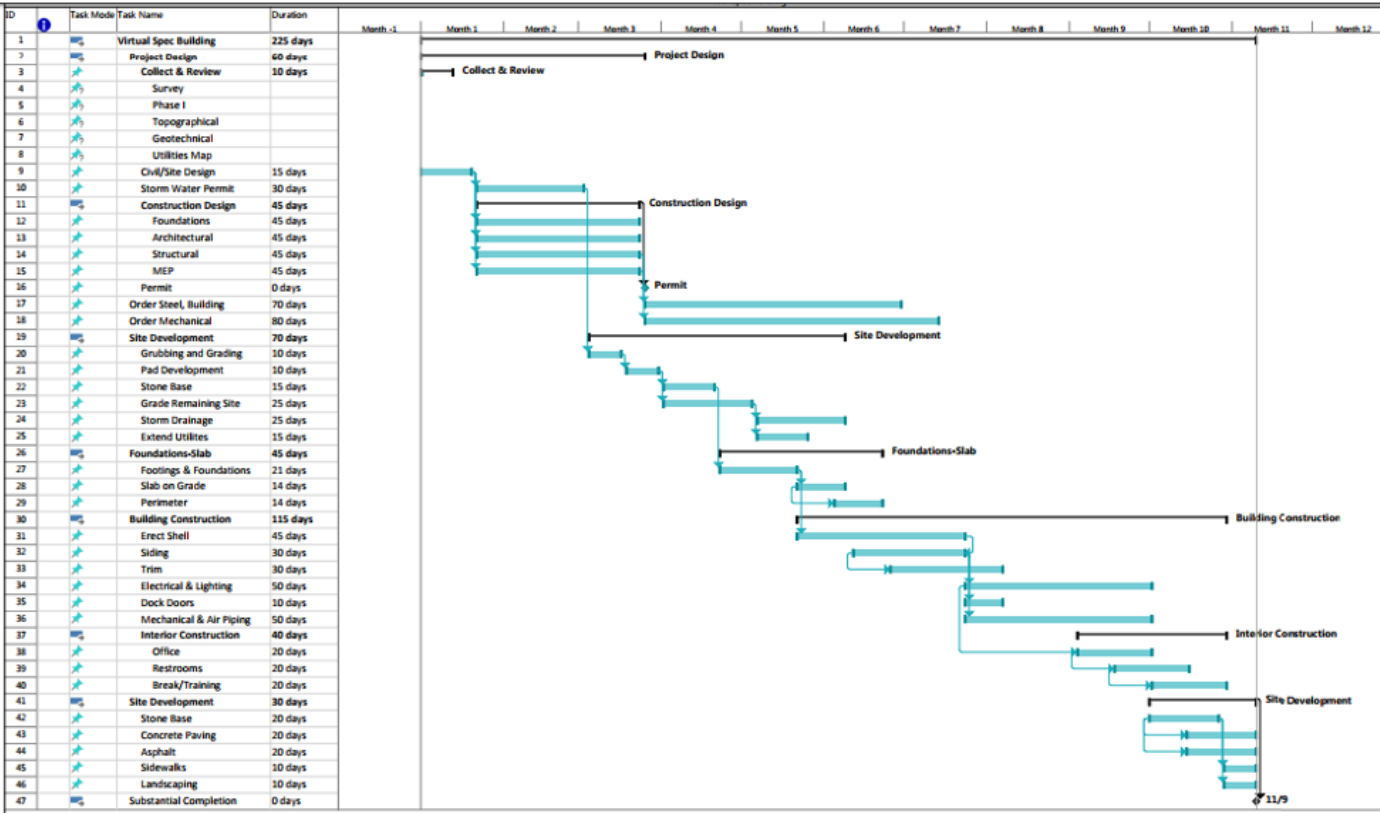
Thank you for allowing JESCO, Inc. the opportunity to offer pricing for this work.

- We have included 2 1/2% gross receipts tax in our pricing.
- We have included furnishing and installing the following in our budget pricing:
 - 350'-0" x 150'-0" pre-engineered metal building with 30' clear eave height
 - 2,000 SF office area allowance of \$125/SF
 - 900 SF breakroom area allowance of \$125/SF
 - 450 SF bathroom/shower shelter area allowance of \$350/SF
 - 400 SF electrical room allowance of \$100/SF
 - 400 SF compressor room allowance of \$100/SF
 - 6" thick 3500 psi concrete slab reinforced with 6x6-66 mesh
 - 24 gauge Standing Seam galvalume metal roof
 - 26 gauge metal wall panels (color from standard color chart)
 - Gutters and downspouts
 - 4" vinyl roof insulation
 - 4" vinyl wall insulation
 - 5' wide projection canopy above overhead doors
 - 5' wide translucent panels along top of 2 walls (100 linear feet)
 - Shallow Concrete foundation system for metal building column footings
 - (10) steel bollards at overhead doors
 - (1) set of steel dock steps 4' height
 - One (1) 16'x16' automatic overhead door & (4) 8' x 10' automatic overhead doors
 - Edge of Dock levelers, dock seals, and rubber bumpers at (4) locations
 - Four (4) 3'x7' hollow metal doors and frames with panics and closers
 - Eight (8) 6' x 6' storefront windows and one (1) storefront 3'x7' main door
 - Six (6) 5'x5' wall mounted exhaust fans
 - Six (6) 5'x5' wall mounted louvers



Features of Our Virtual Buildings, continued...

CUSTOMIZED TIMELINE



Our Caller ID Web Hit Tracker reveals the names of the companies and their every click on your dynamic building! Imagine knowing the exact prospect on your website and their exact building size and options before you ever pick up the phone to call them!

Visits: 2		
Company Location	Contact Details	Company Information
Sumner Kentucky 42103 United States		Industry: Manufacturing Industry Details: Metal Goods Manufacturers SIC Code: 331000 Employees: 21-49 Founded: 1988
Aug 29 2017 3:11PM	00:00:02	(52,500 Sq. Ft. Building) 15-Ton Crane changed to Yes
Aug 29 2017 3:11PM	00:00:01	(52,500 Sq. Ft. Building) Parking Lot changed to 116 spaces
Aug 29 2017 3:11PM	00:00:02	(52,500 Sq. Ft. Building) Dock Doors changed to 13 dock doors
Aug 29 2017 3:11PM	00:00:01	(52,500 Sq. Ft. Building) Additional Office Space in Production Area changed to 3500 square feet
Aug 29 2017 3:11PM	00:00:05	(52,500 Sq. Ft. Building) Additional Office Space in Production Area changed to 7500 square feet
Aug 29 2017 3:12PM	00:00:07	Viewing 100,000 Sq. Ft. Building
Aug 29 2017 3:12PM	00:00:10	Viewing 200,000 Sq. Ft. Building
Aug 29 2017 3:12PM	00:00:03	(200,000 Sq. Ft. Building) Exterior Finish changed to Tilt Up Concrete
Aug 29 2017 3:12PM	00:00:02	(200,000 Sq. Ft. Building) Ceiling Height changed to 36'
Aug 29 2017 3:12PM	00:00:03	(200,000 Sq. Ft. Building) Floor Thickness changed to 8"
Aug 29 2017 3:12PM	00:00:02	(200,000 Sq. Ft. Building) Parking Lot changed to 170 spaces
Aug 29 2017 3:12PM	00:00:01	(200,000 Sq. Ft. Building) Dock Doors changed to 20 dock doors
Aug 29 2017 3:12PM	00:00:02	(200,000 Sq. Ft. Building) Additional Office Space in Production Area changed to 7000 square feet
Aug 29 2017 3:12PM	00:00:14	(200,000 Sq. Ft. Building) Additional Office Space in Production Area changed to 9000 square feet
Aug 29 2017 3:12PM	00:00:04	Viewing 100,000 Sq. Ft. Building
Aug 29 2017 3:12PM	00:00:02	Viewing 200,000 Sq. Ft. Building
Aug 29 2017 3:12PM	00:00:03	Viewing 100,000 Sq. Ft. Building
Aug 29 2017 3:12PM	00:00:03	(100,000 Sq. Ft. Building) Exterior Finish changed to Tilt Up Concrete
Aug 29 2017 3:12PM		Viewing 200,000 Sq. Ft. Building

Top Reason to Partner with Next Move Group for this Product

OUR SITE SELECTION PRACTICE GIVES US INSIGHT INTO WHAT PROSPECTS WANT IN A BUILDING AND WHAT THEY RESPOND TO. In addition to selling economic development products, we also do site selection work for small to mid-sized food processing, distribution, agribusiness, and advanced manufacturing companies.

Prospects want their timeline and risk reduced. This product accomplishes both those factors.

A sampling of our site selection clients includes (we represent small to mid-sized manufacturers with our average project creating between 50-200 jobs):



Polymer Logistics

***Our Nationwide Reputation and Nationwide Contacts:***

Our CEO speaking at a US Department of Commerce event in Calgary, Canada



Our CEO presenting the governor of Nebraska to an economic development luncheon



Our Director of Site Selection at the Site Selectors Guild in Salt Lake City, Utah



Our CEO with Kentucky Governor at the Kentucky Derby



Our President presenting to the Missouri Legislature

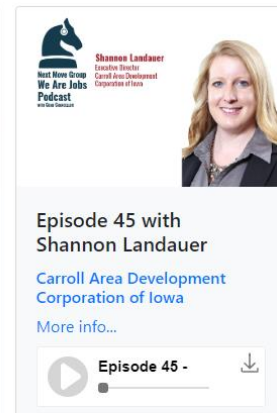
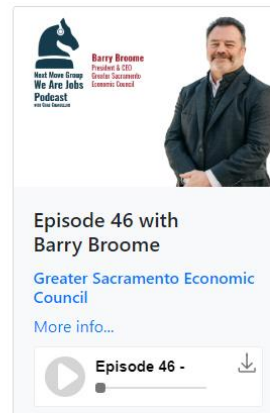
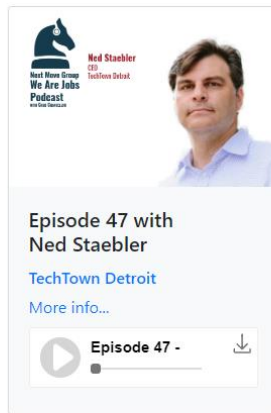
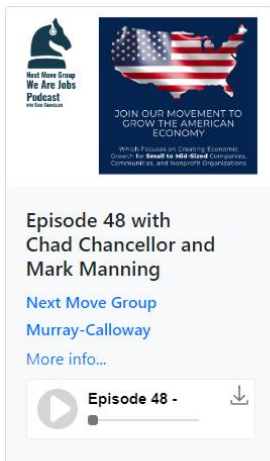


Our President with the former Kansas Governor

Our Nationwide Reputation, Our Podcast Channel:

We have a weekly podcast which focuses on creating economic growth for small to mid-sized companies, communities, and nonprofit organizations: www.nextmovepodcast.com

You can find us on the following podcast services, here are some of our recent guests:



Our Nationwide Reputation, Our Professional Speaking Engagements:

Our expertise in helping small to mid-sized communities create economic growth has gotten recognition to the point we now are routinely asked to speak at various economic development related events, here is an example of some of our recent speaking engagements and topics:

- Guest speaker, Mid-America EDC, Chicago, Topic: What to Expect When You're Competing and Advancing your Economic Development Career
- Guest speaker, Kansas City Power and Light, Topic: Economic Development All-Stars
- Guest speaker, GRO Neosho, Missouri, Annual Meeting, Topic: Keynote Address
- Guest speaker, Kirksville, Missouri, Regional Development Corporation, Annual Meeting, Topic: Keynote Address
- Guest speaker, Tennessee Association of Human Resource Agencies, Topic: Economic Development
- Guest lecturer, Community Development Institute, University of Central Arkansas, Topic: Site Selection
- Guest lecturer, University of Southern Mississippi's Economic Development Masters Class, Topic: Building a Career in Economic Development
- Guest speaker, One East Kentucky Annual Meeting, Topic: Keynote Address
- Guest speaker, Louisiana Industrial Development Executives Association: Trends in Site Selection
- Guest speaker, Wyoming Economic Development Conference, Topic: How Small Towns Can Land Small to Mid-Sized Industries



Testimonial on our speaking engagements:

"Next Move Group's session rated number 1 of 30 sessions rated from attendees at our annual conference."

-Matt Tackett, Kentucky Association for Economic Development



Our Nationwide Reputation, Goldman Sachs Honor:



**Goldman
Sachs**

**IN 2017, WE WERE HONORED BY
GOLDMAN SACHS FOR OUR MISSION
OF CREATING ECONOMIC GROWTH
FOR SMALL TO MID-SIZED
CORPORATIONS AND COMMUNITIES.**



Our Proposal

- We will deliver up to 3 different virtual spec buildings designed for your industrial sites. The buildings will have these options, all designed for your targeted sectors:
 - 2 Floor Thickness Options
 - 2 Column Spacing Options
 - 3 Ceiling Height Options (30' base model)
 - Crane Option
 - 2 Exterior Finish Options
 - A/C in Production Area Option
 - # of Dock Door Options
 - # of Parking Place Options
 - Plus more if needed based on the targeted industrial sectors you are recruiting
- The buildings will be delivered in your color scheme and wrapper via a link so you can simply link the virtual buildings to your existing website.
- We will place a "Caller ID" web hit tracker on the virtual buildings which notifies your economic developer of each hit and click a visitor makes on the website and the name of the company of the visitor.
- We will update the pricing and timeline in the backend of the calculator every 3 months.

Pricing

Our pricing is variable based on how many virtual spec buildings you want.

- \$25,000 for 1 virtual spec building
- \$35,000 for 2 virtual spec buildings
- \$45,000 for 3 virtual spec buildings

We bill in halves, 1/2 when we kickoff the project and 1/2 when we deliver the final buildings approved by you.

Proof of Insurance

Next Move Group carries a \$1 million E&O liability policy with the Philadelphia Insurance Companies.

Contact

Brandon Nettles
President, Next Move Group
504-715-4575

brandon@thenextmovegroup.com

Economic Development Corporation**H.8.****Meeting Date:** March 23, 2022**Contact:** Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on accepting/approving a contract to purchase property owned by the CopperasCove Economic Development Corporation (CCEDC) located at 201 S. 2nd Street. **Diane Drussell, Assistant Director, Copperas Cove EDC**

Background/History:

This property originally belonged to Coryell County and housed some of their offices. In 2017, the City Manager facilitated a land swap between this building and the building the CCEDC owned located at 210 S 1st Street.

The Board of Directors determined the CCEDC had no plans to move into that building due to many reasons, to include the cost of renovation. In 2019 the building was demolished per the decision of the Board of Directors. Currently only the slab remains.

Findings/Current Activity:

The CCEDC was approached regarding the purchase of the slab. The potential buyer was told to "make an offer" as there was no set price for the property.

In January's regular meeting, the board made a motion to move forward on the item discussed during executive session, the negotiation of the contract.

Financial Impact:

Increase of \$41,000 to annual budget

Action/Recommendations:

Staff requests the CCEDC Board of Directors accept/approve the contract with Angela J. Schwausch to purchase the property located at 201 S. Main Street, Copperas Cove, TX.

Attachments:

Contract for property at 201. S 2nd Street

**UNIMPROVED PROPERTY CONTRACT**
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Copperas Cove EDC (Seller) and Angela J. Schwausch and/or assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 5-10, Block 1, .475 ACRES Addition, City of Copperas Cove, County of Coryell, Texas, known as ORIGINAL TOWN COPPERAS COVE, BLOCK 1, LOT 5-10, ACRES .475 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 41,000.00
B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ 0
C. Sales Price (Sum of A and B)\$ 41,000.00

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Independence Title Company, as escrow agent, at 150 FM 3237 Wimberley, Texas 78676 Attn: Joe Malone (address): \$ 1,000.00 as earnest money and \$ 250.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ N/A to escrow agent within _____ days after the Effective Date of this contract.
(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☒ (3) Within 45 days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372,

Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before 30 days after feasibility study pe, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

This purchase is contingent upon obtaining a written confirmation or variance for the sale and/or consumption of alcohol on the subject property. Buyer shall have the right to terminate the Contract if this contingency is not met and receive a full refund of the Escrow Deposit, and neither party shall have any further liabilities or obligations thereafter.

SEE EXHIBIT "A"

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 101 Circle Oaks Dr.

To Seller at: 113 W. Ave. D

Burnet, TX 78611

Copperas Cove, TX 76522

Phone: ()

Phone: ()

E-mail/Fax: aschwaus@charter.net

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☐ Third Party Financing Addendum

☐ Addendum for Coastal Area Property

☐ Seller Financing Addendum

☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association

☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

☐ Buyer's Temporary Residential Lease

☐ Seller's Temporary Residential Lease

☐ Addendum for Sale of Other Property by Buyer

☐ Addendum for Reservation of Oil, Gas and Other Minerals

☐ Addendum for Property in a Propane Gas System Service Area

☐ Addendum for "Back-Up" Contract

☐ Other (list): _____

☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: ()

Phone: ()

Fax: ()

Fax: ()

E-mail: _____

E-mail: _____

Initialed for identification by Buyer  and Seller _____

TREC NO. 9-14

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

Angela Johnson

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-14. This form replaces TREC NO. 9-13.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Ranch Investments 584476

Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

John Ed Stepan 509987

Associate's Name License No.

Team Name

ritx@outlook.com 512-921-0590

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

201 W. Polk St. 512-756-6445

Other Broker's Address Phone

Burnet TX 78611

City State Zip

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name License No.

Team Name

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

EXHIBIT "A"

Warranties and Representations:

Seller agrees to make certain warranties and representations as of the effective date of the Contract including;

- 1) Seller's ownership of the Property
- 2) No other entities nor persons required to join in Contract or conveyance
- 3) No actions pending or threatened which would limit, change or deny access, ingress or egress to the Property
- 4) No notice of any threatened or pending proceeding which would affect or change the zoning of the Property
- 5) Seller has and will convey to Purchaser at Closing, good, indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations, except the Permitted Exceptions
- 6) There are no parties claiming adverse possession of the Property. Seller is the only party in possession of the Property
- 7) Seller has no knowledge of the existence of any special assessments of any kind presently pending against the Property and Seller has not received written notice of any special assessments being contemplated
- 8) There are no pending or threatened condemnation proceedings affecting the Property and no litigation or threatened litigation affecting Seller or the Property which could constitute a lien, claim or encumbrance against the Property or which could prevent Seller from performing its obligations under this Agreement.

Closing Costs

Each party will pay the fees and expenses of the attorneys, accountants, and other consultants that it employs.

Economic Development Corporation

H.9.

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

Subject:

Consideration and action on approving Resolution # EDC 2022-01 and authorizing Fred Welch to be a designated check signer, as per CCEDC Bylaws. **Diane Durssell, Assistant Director, Copperas Cove EDC**

Description/Information:

Article V, Section 7 of the Copperas Cove Bylaws states that all checks for items that are in the current budget and within the line-item budget for such item and do not exceed \$1,000 for a specific expenditure may be signed by the Executive Director without additional Board approval.

Financial Impact:

None

Action/Recommendation:

EDC staff recommends the Board authorize Fred Welch as a designated check signer.

Attachments:

Authorization Letter

Resolution

Signature Card

RESOLUTION NO. EDC 2022-01

**A RESOLUTION OF THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
DESIGNATING SIGNATORIES OF THE CORPORATION'S ACCOUNTS; SUPERSEDING ANY
PREVIOUS RESOLUTION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Copperas Cove Economic Development Corporation ("CCEDC") Board of Directors, having recently had changes to the administrative staff, finds it is in the interest of the CCEDC to approve the authorized representatives on the CCEDC's Bank Accounts; removing **JONAS TITAS** and adding **FREDERICK WELCH** as a designated signatory for all bank accounts.

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

SECTION 1.

That the findings and premises contained in the above preamble are hereby deemed to be true and correct.

SECTION 2.

That the designated signatories, effective March 16, 2022, are as follows:

SECTION 3.

That any action by such signatories prior to the passage of this Resolution is hereby ratified as though such Resolution had been approved and adopted on February 28, 2022.

SECTION 4.

That this Resolution shall become effective March 16, 2022.

PASSED AND APPROVED by the Board of Directors this the day of March 16, 2022.

ATTEST:

Brittany Sanders, ED Specialist

JC Stubbs, Chairman

APPROVED AS TO FORM:

The Knight Law Firm
Copperas Cove Economic Development Corporation Attorney



March 23, 2022

BancorpSouth Bank
505 East Business 190
Copperas Cove, TX 76522

Re: Copperas Cove EDC Check Signers

To whom it may concern:

The Copperas Cove Economic Development Corporation has hired a new Executive Director that will need to be granted authorization to act on behalf of the Copperas Cove EDC.

Our Account number is XXX 8410. Our billing address is 113 W. Ave. D, Copperas Cove, TX 76522, and the phone number is 254-547-7874.

The individual to be removed is Jonas Titas and replaced with Frederick Welch. His billing address and phone number will be the same as above, as that is the office address.

Please call if you have any questions.

Sincerely,

Diane Drussell
Assistant Director
Copperas Cove EDC
254-547-7874
ddrussell@coveedc.com

*113 W. Avenue D
Copperas Cove, TX 76522*

Economic Development Corporation

H.10.

Meeting Date: March 23, 2022

Contact: Fred Welch, Executive Director, Copperas Cove EDC

Subject:

Discussion and direction on a community assessment and or updated strategic plan for Copperas Cove EDC. **Fred Welch, Executive Director, Copperas Cove EDC**

Background/History:

The most current strategic plan for CCEDC is dated 2011. There was an update to this plan in 2018 which was more of a marketing plan. There were no metrics or implementation schedules provided in 2018. The program needs to be updated to address:

- Current business climate
- Workforce/Education
- Building/Sites/Infrastructure
- Targeted industries based on current market
- Transportation
- Quality of life

These are the minimums needed to establish a long range (5 year) and short range (12 month) plan of work and will provide the guidance to staff and the board on development of a cohesive recruitment and retention strategy to grow and expand our commercial business base. I am leaning towards a community assessment which will involve a series of stakeholder interviews, one on one meetings with key community leaders and businesses. This is a 3-to-4-month process but will not slow down current plans or programs of CCEDC. The timing, if approved by the board of directors will allow for a deeper planning and budgeting process going into Fiscal Year 2023 (October 1, 2022).

Financial Impact: Cost will vary depending on who does the work. Preliminary estimates indicate a community assessment can be accomplished at a cost not to exceed \$35,000.00 probably closer to \$27,000. A full up strategic plan would be in the \$75,000 to \$100,000 range. This assessment can be a building block for additional work if it is needed.

Action/Recommendations:

Staff requests the CCEDC Board of Directors authorize staff to obtain 2 to 3 proposals for this work to present to the Board in 2 weeks at a special meeting.

Attachments: Draft RFI for community assessment

Economic Development Corporation

I.1

Meeting Date: March 23, 2022

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

UPDATE

1. Update on EDC activities. Diane Drussell, Assistant Director, Copperas Cove EDC

- Update on Fieldstone Commercial, LLC regarding property in the Narrows Business and Technology Park.
- Past/Upcoming workshops

2. Executive Director Report. Fred Welch, Executive Director, Copperas Cove EDC.

	Lead	Outcome	Date complete	Comments
1. Market/Promote Copperas Cove				
We need a set of goals and priorities to consider for success in bringing new investment to the area	FW	Updated Strategic Plan with revised Goals KPI's	Aug '22	Assumes contract in April
We see the need for an economic development marketing plan Develop now and begin implementation with broad community support-				
2. Communicate to the city and the region	FW/DD		Ongoing	Communications strategy June 30
a. Quarterly visits in person or virtually with community and business leaders		Outcome – a regular, sustainable communications and marketing program to the community and our regional allies. <u>Copperas Cove, did you know...</u>		
b. Monthly input into the chamber/city newsletter				
c. Produce an annual report 4 th quarter 2022				
3. Upgrade and enhance our marketing tools – largest effort in 2022	DD/BS		Sept '22	
a. Web improvements – Compare to best practices web sites in economic development		Outcome – a better marketing tool kit that can be leveraged by all in the Cove business community <u>We are a great community, we are Copperas Cove</u>	Ongoing	90 days after communications strategy is approved and resourced
i. Demographics				
ii. Real estate for sale/lease				
iii. Less verbiage, more graphics				
iv. Blog and updates				
b. New digital materials				
4. Continue to develop our workforce pipeline	FW			
a. Employer participation to identify what is needed		Outcome – a talent pool that we can use to attract new business interests into Copperas Cove and the region – <u>Not only a great place to live and raise a family but a great place to work</u>	August '22	Develop the foundation to bring business, government and workforce training to the table for our community
b. Regular meetings with ISD, Community College, employers and regional sources of training and employer				
c. Build on the talent pipeline				

Plan of Work for 2022-2023

1. Market/Promote Copperas Cove

We need a set of goals and priorities to consider for success in bringing new investment to the area

We see the need for an economic development marketing plan **Develop now and begin implementation with broad community support-**

- A. *There are several entities who need to be involved in this process*
 - a. City
 - b. EDC
 - c. Chamber
 - d. School district
 - e. Other community partners
- B. Keep the larger community- based group of partners involved
 - a. Approve long term goals/tactics and provide resources to CCEDC Board
 - b. Help guide the work and celebrate success the economic development program in Copperas Cove
 - c. Quarterly updates to the community partners
- C. Develop a smaller steering committee representing all the entities
 - a. Led through the CCEDC Board
 - b. Continue to meet monthly to develop
 - i. Community marketing plan – what can we sell
 - ii. Community sales tools – properties, assistance to business and developers,
 - iii. Community marketing team – who does the selling
 - iv. Community transparency – our successes and failures
 - c. Report back to the community stakeholders
- D. Support economic development regionally
 - a. Within Coryell and Bell County
 - b. Within the Central Texas region and state
- E. Balanced growth
 - a. Commercial – develop and promote sites for commercial development
 - i. Identify targeted companies within sectors of manufacturing, logistics, health care and commercial office
 - ii. Determine constraints and infrastructure needed
 - b. Retail
 - i. Re-Develop the downtown corridor and Business 190
 - ii. Update leakage study
 - iii. Bring in outside developers
 - c. Residential
 - i. Identify residential subdivisions
 - ii. Work to increase/develop homes at all levels

2. Communicate to the city and the region

- a. Quarterly visits in person or virtually with community and business leaders
- b. Monthly input into the chamber/city newsletter
- c. Produce an annual report 4th quarter 2022

Outcome – a regular, sustainable communications and marketing program to the community and our regional allies. Copperas Cove, did you know...

3. Upgrade and enhance our marketing tools – largest effort in 2022

- a. Web improvements – Compare to best practices web sites in economic development
 - i. Demographics
 - ii. Real estate for sale/lease
 - iii. Less verbiage, more graphics
 - iv. Blog and updates

Outcome – a better marketing tool kit that can be leveraged by all in the Cove business community We are a great community, we are Copperas Cove

4. Continue to develop our workforce pipeline

- a. Employer participation to identify what is needed
- b. Regular meetings with ISD, Community College, employers and regional sources of training and employer support
- c. Build on the talent pipeline

Outcome – a talent pool that we can use to attract new business interests into Copperas Cove and the region – Not only a great place to live and raise a family but a great place to work

A final few notes in passing:

- 1. We need an updated community profile on the web and digital to show off sites and work on the available properties and buildings in the community – first and foremost
- 2. Need to develop some consensus around the top three priorities for development or attraction