



NOTICE OF MEETING OF THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a **Regular Meeting** of the Copperas Cove Economic Development Corporation will be held on **May 26, 2021 at 12:00 p.m.**

The public may participate in this meeting by the following method:

- Dial into the tollfree number: **(888) 475-4499** and use **Meeting ID: 338 329 0057**

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting via email to Diane Drussell, Assistant Director at ddrussell@coveedc.com.

A recording of the telephonic meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon request.

- 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 April 28, 2021. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**

- G. PUBLIC HEARINGS**

H. ACTION ITEMS

1. Consideration and action on approving Resolution # EDC 2021-03 the Copperas Cove Economic Development Corporation FY 2021-2022 Proposed Budget. **Jonas Titas, Executive Director, Copperas Cove EDC.**
2. Consideration and action on authorizing EDC Staff to negotiate a contract with Choice Builders for the construction of a multipurpose trail. **Jonas Titas, Executive Director, Copperas Cove EDC.**
3. Consideration and action to accept and the First Amended Employment Contract between the Copperas Cove EDC and Executive Director Jonas Titas. **Jonas Titas, Executive Director, Copperas Cove EDC**
4. Motion to support a Short-Range Air Defense Artillery (SHORAD) Battalion at Fort Hood. **Jonas Titas, Executive Director, Copperas Cove EDC**
5. Discussion and direction on a feasibility bid regarding construction of a SPEC building in the Narrows Business and Technology Park. **Jonas Titas, Executive Director, Copperas Cove EDC**

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

1. EDC Activities. **Jonas Titas, Executive Director, Copperas Cove EDC**
 - Natural Gas extension to the Narrows Business and Technology Park
 - Business 190 Utility Burial
 - Spec Building

J. ITEMS FOR FUTURE AGENDAS

K. EXECUTIVE SESSION

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. May 21, 2021** 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 general public at all times.

Brittany Sanders, ED Specialist
Copperas Cove EDC

Economic Development Corporation

F.1.

Meeting Date: May 26, 2021

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

Subject:

Consideration and action on approval of minutes for the Regular Meeting held on April 28, 2021.

Brittany Sanders, Economic Development Specialist, Copperas Cove EDC

Attachments:

April 28, 2021 Regular Meeting Minutes



COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Meeting Minutes for April 28, 2021

In accordance with the order of the Office of the Governor issued March 16, 2020, the Copperas Cove EDC will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

A recording of the telephonic meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon request.

A. CALL TO ORDER

Chairman JC Stubbs called the Regular meeting of the Copperas Cove Economic Development Corporation to order at 12:00 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
 Jay Jackson, Secretary
 Elizabeth Ruskiewicz, Director
 Rick Kirkpatrick, Director
 Jonas Titas, Executive Director-EDC
 Diane Drussell, Assistant Director -EDC
Others Present: *Barbara Boulware-Wells, EDC Legal Counsel*
 Fred Chavez, Council Liaison

D. ANNOUNCEMENTS

EDC Staff provided information on the upcoming event:

- *Early voting begins- May 1, 2021.*
- *Ribbon Cutting for the Copperas Cove Economic Development Corporation - May 5, 2021.*
- *Chamber Mixer- May 5, 2021.*
- *Annual Rabbit Fest- May 14-17, 2021*

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.

None

F. CONSENT AGENDA - All matters listed under this item are considered to be routine by the EDC Board of Directors and will be enacted by one motion. There will not be 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 March 24, 2021. **Brittany Sanders, Economic Development Specialist, Copperas Cove EDC.**

Vice Chairman Joey Acfalle made a motion to approve Agenda Item H1. Director Elizabeth Ruszkiewicz seconded the motion and with a unanimous vote, motion carried.

G. PUBLIC HEARINGS

None

H. ACTION ITEMS

1. Consideration and action on approving the Monthly Financial report for the month of March 2021. **Diane Drussell, Assistant Director, Copperas Cove EDC.**

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

2. Consideration and action on approving Resolution # EDC 2020-02 and accepting the Quarterly Investment Report as presented for the quarter ending March 2021, per the Investment Policy. **Diane Drussell, Assistant Director, Copperas Cove EDC**

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

3. Discussion and direction for proposed 2021/2022 Budget for the CCCEDC. **Jonas Titas, Executive, Copperas Cove EDC.**

Jonas Titas, Executive Director of the Copperas Cove EDC, presented Agenda Item H3. Direction was given by Vice Chairman Joey Acfalle to present FY 2021/2022 Proposed Budget to the City of Copperas Cove City Council after final approval by Board of Directors.

4. Discussion and direction on Business 190 utility burial. **Jonas Titas, Executive Director, Copperas Cove EDC.**

Jonas Titas, Executive Director, presented agenda item H 4. Direction was given by EDC Board of Directors to provide more information regarding Agenda Item H 4 at next month's meeting.

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

1. Update on Capital Projects. **Jonas Titas, Executive Director, Copperas Cove EDC**
- Update on Business 190 Activities

Jonas Titas, Executive Director, gave an update on Business 190 Activities and the Multipurpose Trail.

ITEMS FOR FUTURE AGENDAS

Business 190 Utility Burial

J. EXECUTIVE SESSION CONVENED AT

Pursuant §551.074 of the Open Meeting Act Tex. Gov't 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 - **Jonas Titas, Executive Director, Copperas Cove EDC.**

K. RECONVENE INTO OPEN SESSION AT 1:40 P.M FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION

No Action was taken during Executive Session.

L. ADJOURN

Chairman JC Stubbs adjourned the meeting at 1:40 p.m.

ATTEST:

Brittany Sanders, ED Specialist

Jay Jackson, Secretary

Economic Development Corporation

H.1

Meeting Date: May 26, 2021

Contact: Jonas Titas, Executive Director, Copperas Cove EDC

Subject:

Consideration and action on approving Resolution #EDC- 2021-03 the Copperas Cove Economic Development Corporation FY 2021-2022 Proposed Budget. **Jonas Titas, Executive Director, Copperas Cove EDC**

Description/Information:

The Executive Director of the EDC is required to prepare an itemized budget to cover the proposed expenditures of the EDC for each upcoming fiscal year (FY). Article V, Section 7 of the CCEDC's Bylaws state that the proposed budget is to be submitted to the Board 90 days prior to adoption.

The Budget Committee held meetings to review and discuss the budget and feel confident on the attached proposed budget. The first draft of the budget was presented to the Board of Directors on April 28, 2021. No changes were requested at that time.

Highlights on the budget to presented include:

- Increase in revenue due mainly to land sales.
- “Other Expenditures” – will now reflect “Capital Outlay” projects which will be presented to Council as Budget Amendments per project.

Financial Impact:

See Proposed FY 2021/2022 Proposed Budget

Action/Recommendations:

CCEDC requests the CCEDC Board of Directors approve Resolution # EDC 2021-03 – the Proposed Budget for FY 2021/2022 and to be presented to Council.

Attachments:

FY2021/2022 Proposed Budget
Resolution #EDC 2021-03

RESOLUTION NO. EDC 2021-03

A RESOLUTION OF THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION APPROVING AND ADOPTING THE BUDGET FOR OPERATING THE ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, said proposed operating budget for fiscal year beginning October 1, 2021 through September 30, 2022 has been submitted to the Economic Development Corporation Board by the Economic Development Director in accordance with the Bylaws; and

WHEREAS, the Copperas Cove Economic Development Corporation has undertaken review of the operating budget for the past year as well as held several meetings and one hearing for the operating budget for fiscal year October 1, 2021 through September 30, 2022; and

WHEREAS, after approval by the Board of Directors, said proposed operating budget will be submitted for ratification to the City Council of the City of Copperas Cove, Texas

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

SECTION I.

That the Copperas Cove Economic Development Corporation Board of Directors approve and adopt the proposed operating budget considered for the fiscal year of October 1, 2021 through September 30, 2022, as identified in "Exhibit A" of this resolution.

SECTION II.

That the operating budget approved and adopted hereby be forwarded for consideration and approval by the City Council of the City at their next available meeting.

SECTION III.

That should any part, portion, or section of this resolution be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this resolution, which provisions shall be, remain and continue to be in full force and effect.

SECTION IV.

That this resolution shall take effect and be in full force and effect from and after its passage and subsequent approval by the City Council of the City of Copperas Cove, Texas.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021, at a meeting of the Copperas Cove Economic Development Corporation, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code 551.001, et.seq.*, at which meeting a quorum was present and voting.

J.C. Stubbs, Chairman of the Board

ATTEST:

Brittany Sanders, ED Specialist

APPROVED AS TO FORM:

Barbara Boulware-Wells
Knight Law Firm LLP

APPROVED this ____ day of **August, 2021**, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code 551.001, et.seq.*, at which meeting a quorum was present and voting.

Bradi Diaz, Mayor

ATTEST:

Lisa Wilson, City Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal, &
Zech P.C., City Attorney



**PROPOSED BUDGET FY 2021/2022
SUMMARY**

	<u>ACTUAL FY2019/2020</u>	<u>Approved/ Amended FY2020/2021</u>	<u>PROJECTED Y/E 2020/2021</u>	<u>PROPOSED FY 2021/2022</u>
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 6,364,170	\$ 5,622,907	\$ 5,624,710	\$ 7,088,148
REVENUES:				
Sales Tax	\$ 1,500,249	\$ 1,290,000	\$ 1,300,000	\$ 1,290,000
Interest Revenue	\$ 54,838	\$ 36,000	\$ 2,000	\$ 1,000
Land Sale	\$ -	\$ -	\$ 919,565	
Misc.	\$ 25,140	\$ -	\$ -	
TOTAL REVENUES	<u>\$ 1,580,227</u>	<u>\$ 1,326,000</u>	<u>\$ 2,221,565</u>	<u>\$ 1,291,000</u>
TOTAL FUNDS AVAILABLE	<u>\$ 7,944,397</u>	<u>\$ 6,948,907</u>	<u>\$ 7,846,275</u>	<u>\$ 8,379,148</u>
EXPENDITURES				
EDC Administration	\$ 418,170	\$ 439,586	\$ 416,016	\$ 436,118
Non-Departmental	\$ 160,531	\$ 179,185	\$ 63,300	\$ 177,200
OPERATING EXPENDITURES	<u>\$ 578,701</u>	<u>\$ 618,771</u>	<u>\$ 479,316</u>	<u>\$ 613,318</u>
OTHER EXPENDITURES				
Land Swap	\$ -	\$ 2,000,000	\$ -	\$ -
DEAAG Grant - Multimodal	\$ -	\$ 500,000	\$ -	\$ -
Debt Services	\$ 282,949	\$ 278,811	\$ 278,811	\$ 149,426
Capital Projects - Gas Line	\$ -	\$ 405,102	\$ -	\$ -
Constitution			\$ -	\$ -
Multi-use trail			\$ -	\$ -
TOTAL OTHER EXPENDITURES	<u>\$ 282,949</u>	<u>\$ 3,183,913</u>	<u>\$ 278,811</u>	<u>\$ 149,426</u>
TOTAL EXPENDITURES	<u>\$ 861,650</u>	<u>\$ 3,802,684</u>	<u>\$ 758,127</u>	<u>\$ 762,744</u>
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 7,082,747	\$ 3,146,223	\$ 7,088,148	\$ 7,616,404
TOTAL ENDING FUND BALANCE	<u>\$ 7,082,747</u>	<u>\$ 3,146,223</u>	<u>\$ 7,088,148</u>	<u>\$ 7,616,404</u>
IDEAL FUND BALANCE	<u>\$ 144,675</u>	<u>\$ 154,693</u>	<u>\$ 119,829</u>	<u>\$ 153,330</u>
OVER/(UNDER) IDEAL FUND BALANCE	\$ 6,938,072	\$ 2,991,530	\$ 6,968,319	\$ 7,463,075

Economic Development Corporation

H.2

Meeting Date: May 26, 2021

Contact: Jonas Titas, Executive Director, Copperas Cove EDC

Subject:

Consideration and Action on authorizing EDC Staff to negotiate a contract with Choice Builders for the construction of a Multipurpose Trail. **Jonas Titas, Executive Director, Copperas Cove EDC**

Description/Information:

The EDC owns a 7- acre tract of land that was a buffer between Constitution Apartments and Single-family housing. EDC Staff stated that this project would be an infrastructure upgrade for the industrial park across the street.

On February 4, 2021, RFP 2021-01 was sent out to a list of contractors seeking bids for the Design, Engineering, and Construction of a walking trail.

The closing date was on March 1st and at the time only two companies had submitted proposals.

On April 7th, the EDC Staff met with the Contract Committee to review proposals and did not come to a final agreement.

On May 7th, the Contract Committee met again, and a determination was made.

Financial Impact:

TBD

Action/Recommendation:

EDC staff recommends the Board negotiate a contract with Choice Builders for the construction of a Multipurpose Trail. Upon approval of this item, this will be moved to City Council for approval.

Attachments:

Choice Builder Proposal



Statement of Qualifications
for
Architectural Services for
Multipurpose Trail
RFP No. 2021-01

March 2021

Prepared by



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Submittal Form

Copperas Cove Economic Development Corporation

Request for Proposal RFP- 2021-01

Submittal Form (Include in RFP Submittal Package)

Project: Architectural Services for Multipurpose Trail of +/- 7 acres of property

Property Location: Behind Constitution Court Apartments located at 702 Constitution Drive
(depicted as "J" in Exhibit 1)

Submitting Company: Choice Builders, LLC

Address: 3809 S General Bruce Drive; Suite 103; Temple Texas 76502

Project Fee: \$ \$115,000 (Design, Construction & Staking, no On-Site)

Authorized representative (print/type): Charlie O'Daniel

Title: Owner

Authorized signature: 

Date: March 15, 2021

E-mail: charlie@choicebuilderstx.com

Phone number (s): 254-534-2423

Company Pricing: \$ 920,000 (Construction)

Submitted fee is firm through (minimum 90 days): June 15, 2021

Attach all fee specifications, proposed work plan, and qualifications, as defined in RFP 2021-01.

Team Members Information

Choice Builders (CB), Choice Builders was founded in 2014 with the goal to be a top choice for civil construction projects. Our team members have served as a prime contractor, as a subcontractor to general construction firms, and as a completion contractor for surety companies. Therefore, we understand the critical path elements of a construction schedule, operational efficiencies, and the importance of providing high-quality, reliable service. We utilize our industry knowledge and existing relationships with vendors, subcontractors, and suppliers to ensure our team receives the most competitive pricing, best quality of materials, and dependable and quality-oriented subcontractors to ensure that we are a steadfast partner in your team. Our mission is to foster a relationship of trust with Clients by demonstrating transparency, quality workmanship, issue resolution, and a willingness to go the extra mile. We strive for excellence by providing a quality product to our Clients that meets their needs and exceeds their expectations. We will operate with honesty, integrity, and professionalism and are committed to completing projects on time and within budget.

Kasberg, Patrick & Associates, LP (KPA), will serve as the civil design engineer for the Heritage Park Improvements. KPA, with a combined engineering experience in excess of 200 years, provides consulting engineering services to municipalities and other governmental agencies. KPA is a partnership of Rick N. Kasberg, PE, R. David Patrick, PE, CFM, Thomas D. Valle, PE, Ginger R. Tolbert, PE, Alvin R. Sutton, III, PE, CFM, and John A. Simcik, PE, CFM. The firm was established in 1983 and has provided engineering continuously for the past 34 years. KPA's project team has completed numerous park, trail, sidewalk, utility, and drainage improvement projects for various municipalities in Central Texas, including the communities of Georgetown, Hutto, Belton, Temple, Round Rock, and Nolanville. With KPA's philosophy of only working for municipalities, The City of Taylor will never experience any conflict of interest between private companies or developers with KPA as their Engineer. **KPA** has a record of significant experience in the planning, design and construction of infrastructure projects for municipalities. We have been efficient and successful with them, due in large part to our project approach and personnel. We believe that cooperation and communication with City Staff is paramount to the success of these types of projects. We incorporate all the elements that are required to make these types of projects successful. Each client is served by a partner and/or associate in the firm who can make decisions required to successfully complete projects and serve as the point of contact. Each Engineer/Partner has a vested interest in a long term working relationship with their respective clients. The principal in charge (Partner) actually manages and represents the project from the preliminary phases through construction. This concept has allowed us to provide services to our clients over a long period of time and has established a consistent repeat client base. KPA will maintain a clear and precise line of communication with the City's project manager or assigned staff.

Covey Landscape Architects, as part of Choice Builder's design team, will handle the landscape architecture design for the Veterans Memorial Park improvements project. Covey Landscape Architects' team members have extensive experience from concept design to finished construction of multiple parks, playscapes and other projects similar in nature to the Heritage Parks Improvements. Understanding the value public spaces add to a cities identity and culture, Covey is passionate about designing spaces that invoke community pride. Our hands on approach and inclusive design process are representative of our desire to know the client and build solid relationships. We enjoy seeing our client's collaboration with our studio come to life as a successful finished project.

All County Surveying, Inc. (ACS) was formed in 1988 and originated in a 900 square foot house located in Temple, Bell County, Texas. Chuck Lucko, RPLS, was 28 years old, and had been a licensed surveyor for a little over one year. Any type of survey work was performed during that first year, including Lot and Block residential boundary surveys, Acreage tract boundary surveys, Construction staking/ layout, and topographic surveying for architects and engineers. In 1993, Robert S. Love joined All County Surveying, Inc. ACS moved from leased space, into their own office complex consisting of 4 buildings and a fenced-in "compound for vehicles" in 1994. Chuck continued to grow the firm which today has three full-time licensed surveyors, and a staff of 18 professionals, including Survey Technicians with over 90 years of combined surveying experience. The philosophy from day one, which continues today, has been to provide professional survey work for all types of purposes with quality, promptness, courteousness and fair prices. Our mission statement is to do "whatever it takes" to get a job done without sacrificing our philosophy.

Vendor Information and Insurance



VENDOR INFORMATION SHEET

COMPANY NAME: Choice Builders, LLC TAX ID #: 47-1647343

PRIMARY POC: Charles O'Daniel DATE: 3-12-21
(Please Print)

SIGNATURE:  PHONE #: 254-534-2423

EMAIL ADDRESS: charlie@choicebuilders.tx.com

Secondary POC: NA DATE: _____ (Please Print)

SIGNATURE: _____ PHONE #: _____

EMAIL ADDRESS: _____

113 W. Ave D, Copperas Cove TX 76522
254-547-7874 www.copperascove-edc.com

113 W. Ave. D , Copperas Cove, TX 76522
254-547-7874 www.copperascove-edc.com

TEXAS INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent: Tom Mulanax of Whorton Insurance Services

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Copperas Cove, I will be able to, within thirty (30) days after being notified of such award, furnish a valid insurance certificate to the City meeting all the requirements defined in this bid.

Agent Name:

Agent Signature:

Tom Mulanax
Please Print



Name of Agency/Broker:

Whorton Insurance Services

Address of Agent/Broker:

City/State/Zip:

11200 Jollyville Rd.

Austin, TX 78759

Agent/Broker Telephone Number: (512) 338-1191

CONTRACTOR'S NAME: Choice Builders, LLC



March 11, 2021

To Whom It May Concern,

We have had the privilege of providing surety credit to Choice Builders, LLC
This contractor has steadfastly satisfied the many underwriting criteria for surety credit
including:

Financial Statement Strength and Quality
Company Organization and Management
Track Record
Continuity of the Firm
Bank Relationship
Prosecution of Work

Our agency and their surety carrier, Philadelphia Indemnity Insurance Company
has the utmost confidence in this contractor to perform any project awarded to them. We
would gladly consider single Payment & Performance bonds in the \$5,000,000 range
with aggregate Payment & Performance bonding of \$10,000,000. This contractor
qualifies for additional surety credit, should the need arise.

We have an excellent relationship with Choice Builders, LLC and if you would like any
further information or have any further questions, please do not hesitate to contact me.

Respectfully,



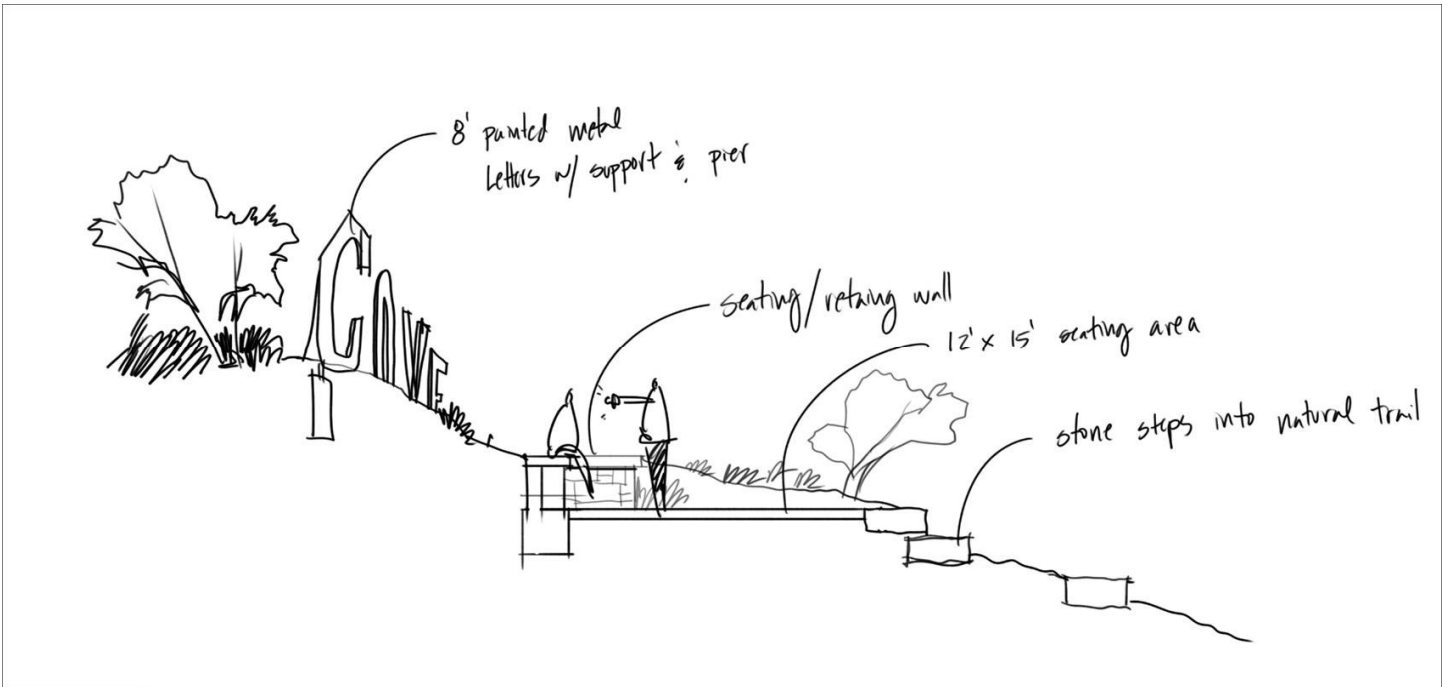
Tom Mulanax

Attorney In Fact
Philadelphia Indemnity Insurance Company

WHORTON INSURANCE SERVICES
11200 Jollyville Rd.
Austin, TX 78759
Phone 512.338.1191
Fax 512.338.1196

Member Combined Agents of America, LLC

Scope of Work



Proposal for Design/Build Walking Trail

Parcel J

Copperas Cove Economic Development Corporation

March 15, 2021

BASE BID - CONCRETE TRAIL

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Bonds & Insurance	100%	LS	\$ 13,000.00	\$ 13,000.00
2	ROW Prep	42.3	STA	\$ 200.00	\$ 8,460.00
3	Furnish & Implement Traffic Control Plan	100%	LS	\$ 3,600.00	\$ 3,600.00
4	Prepare/Implement SWPPP	100%	LS	\$ 1,400.00	\$ 1,400.00
5	Furnish, Install, Maintain, & Remove Silt Fence	2,500	LF	\$ 4.00	\$ 10,000.00
6	Furnish, Install, Maintain, & Remove Inlet Protection	30	LF	\$ 5.00	\$ 150.00
7	Furnish, Install, Maintain, & Remove Stabilized Construction Exit	120	SF	\$ 19.00	\$ 2,280.00
8	Re-establish Vegetation in Areas Disturbed by Construction	2,000	SY	\$ 2.90	\$ 5,800.00
9	Unclassified Sidewalk Excavation	1,290	CY	\$ 78.00	\$ 100,620.00
10	4" Thick Reinforced Concrete Sidewalk w. 2" Sand Cushion (10-Foot Width)	4,700	SY	\$ 61.00	\$ 286,700.00
11	Miscellaneous Concrete Construction (Steps, Drainage Crossing, Etc.)	10	CY	\$ 740.00	\$ 7,400.00
12	Pedestrian Handrail	200	LF	\$ 200.00	\$ 40,000.00
13	Pavestone Retaining Wall	120	SF	\$ 21.00	\$ 2,520.00
14	Park Benches	5	EA	\$ 1,700.00	\$ 8,500.00
15	Concrete Pads for Park Benches (12' x5' x6")	5	EA	\$ 500.00	\$ 2,500.00
16	Waste Receptacles	5	EA	\$ 1,000.00	\$ 5,000.00
17	2" Water Service for Drinking Fountains (Tap, Meter & 100 LF 2" PVC)	2	EA	\$ 10,000.00	\$ 20,000.00
18	Drinking Fountain with Dog Bowls	2	EA	\$ 14,500.00	\$ 29,000.00
19	Dog Waste Disposal Stations	2	EA	\$ 700.00	\$ 1,400.00
20	Signage	8	EA	\$ 460.00	\$ 3,680.00
21	Solar Lighting (Foundation, Pole & Fixture)	40	EA	\$ 3,300.00	\$ 132,000.00
CONSTRUCTION TOTAL (CONCRETE TRAIL)					\$ 684,010.00

ADD ALTERNATE A - DECOMPOSED GRANITE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
A-1	Metal Edging	3,600	LF	\$ 5.00	\$ 18,000.00
A-2	Decomposed Granite Trail (4" Thick)	2,000	SY	\$ 15.00	\$ 30,000.00
A-3	Deduct Item 10 - 4" Thick Reinforced Concrete Sidewalk w. 2" Sand Cushion (10-Foot Width)	-2,000	SY	\$ 61.00	\$ (122,000.00)
CONSTRUCTION TOTAL (DECOMPOSED GRANITE TRAIL)					\$ (74,000.00)

ADD ALTERNATE B - LANDSCAPE ATTRACTION

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
B-1	"COVE" Sign	100%	LS	\$ 55,000.00	\$ 55,000.00
CONSTRUCTION TOTAL (LANDSCAPE ATTRACTION)					\$ 55,000.00

20% CONTINGENCY 133,002.00
CONSTRUCTION TOTAL TO USE 798,100.00

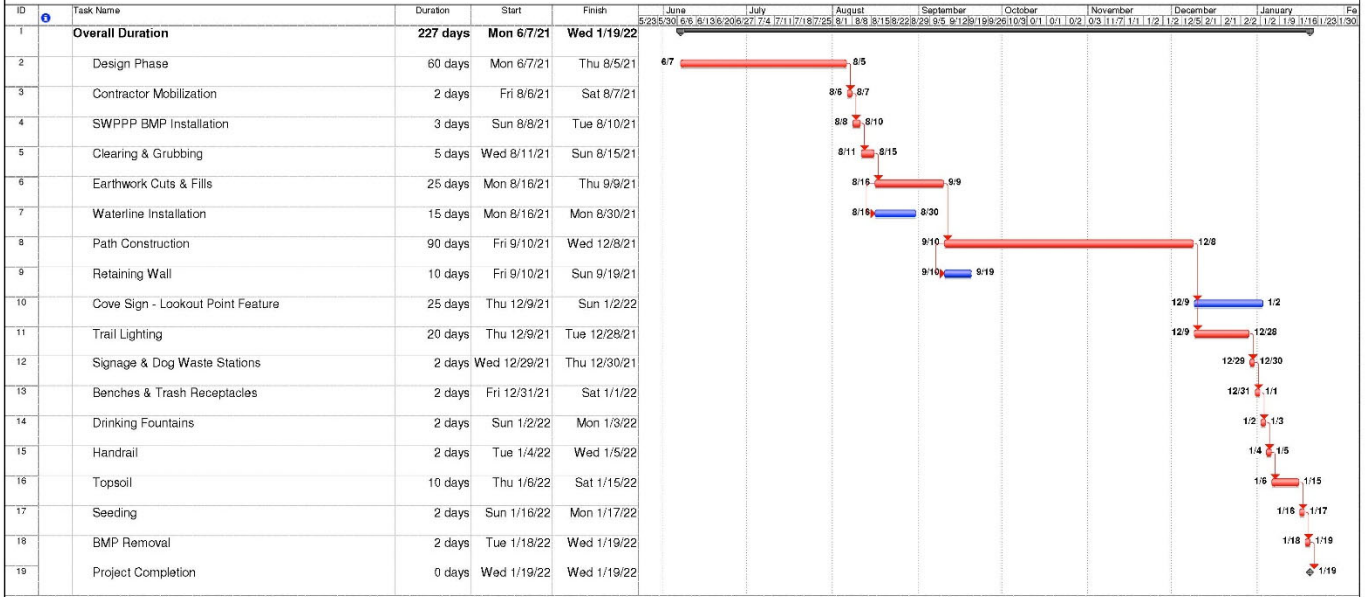
ENGINEERING¹ 86,200.00
 CONSTRUCTION ADMINISTRATION² 20,000.00
ENGINEERING TOTAL 106,200.00

CONSTRUCTION STAKING 8,800.00

TOTAL PROJECT COST (BASE BID + ADD ALTERNATE A + ADD ALTERNATE B) 913,100.00
Total Project Cost to Use \$ 920,000.00

1. Engineering includes preliminary and final design. Surveying (Topographical and Boundary) and Geotechnical Engineering are not included.
2. Construction Administration does not include daily onsite representation or construction testing.

Multipurpose Trail at The Narrows
Copperas Cove, TX



Choice Builders, LLC	Task		Flattened Task		Split		Progress	
Preliminary Schedule	Critical Task		Flattened Critical Task		External Tasks		Deadline	
	Milestone		Flattened Milestone		Project Summary			
	Summary		Flattened Progress		Group By Summary			

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References

The following table illustrates the current projects of the design team for the Heritage Park Improvements. The remaining sub-consultants not listed have numerous, short term projects at all times and thus it is not feasible to include a project list for them.

Team Member	Company	Current Projects	Client Contact Information
Choice Builders LLC	CB	Crossroads Park Ph II	Kevin Beavers, City of Temple, 254-298-5690
Trae Sutton	KPA	Rivery Blvd. Extension	Joel Weaver, City of Georgetown, 512-931-7698
		San Gabriel Park Ph II	Dave Melaas, City of Georgetown, 512-930-3540
David Patrick	KPA	Santa Fe Plaza Phase II/III	Kevin Beavers, City of Temple, 254-298-5690
		Crossroads Park Ph II	Kevin Beavers, City of Temple, 254-298-5690
		Round Rock WWL Rehab	Eddie Zapata, City of Round Rock, 512-218-6604
		Airport Road	Joel Weaver, City of Georgetown, 512-931-7698
Mack Parker	KPA	Chisholm Trail Hike & Bike	Angellia Points, City of Belton, 2584-933-5824
		Sparta Road	Angellia Points, City of Belton, 2584-933-5824
Ronnie Stafford	Covey	Crossroads Park Ph II	Kevin Beavers, City of Temple, 254-298-5690
		Santa Fe Plaza Phase II/III	Kevin Beavers, City of Temple, 254-298-5690
Travis Crow	Covey	Santa Fe Plaza Phase II/III	Kevin Beavers, City of Temple, 254-298-5690
		Mayborn Convention Center	Nancy Glover, City of Temple, 254-298-5379

CHARLES O'DANIEL

378 CR 462 • Lott, TX 76656 • (254) 534-2423 • charlie@choicebuilderstx.com

CONSTRUCTION FIRM OWNER

Accomplished and proactive construction professional with significant experience in the commercial construction industry. Proven ability to deliver high-quality projects completed on time and within budget. Recognized for safety focus, storm water compliance, dependability, attention to detail, persistence, and willingness to work with all levels of personnel.

AREAS OF EXPERTISE

- Manage self-perform trades
- Estimating
- Heavy Civil-Oriented Projects
- Communication
- Concrete
- Scheduling
- Personnel Management
- Strategic Planning
- Budget Development
- Landscape
- Creative Solutions
- Trade Coordination
- Client Relations
- Contract Negotiations
- Irrigation

PROFESSIONAL EXPERIENCE

CHOICE BUILDERS, Temple, TX

Owner

2014-2021

- Hire, develop, and manage multiple field crews
- Responsible for new and existing client relations and acquisitions
- Create, implement and/or improve company policies and procedures
- Chief Estimator with 100% responsibility in bid opportunities
- Serve as Project Manager and Superintendent on multiple active projects
- Assist with all accounts payable and receivables
- Point of contact for Surety, CPA, bank, and insurance firms
- Procure and maintain construction equipment

LEGENDS LANDSCAPES, Temple, TX

Chief of Operations

2012-2014

- Worked closely with company President regarding strategic vision and planning
- Hired, developed, and managed multiple project teams including office and field personnel
- Responsible for new and existing client relations and acquisitions
- Created, implemented and/or improved company policies and procedures
- Remained heavily involved with new project bid opportunities
- Served as Project Manager on multiple active projects

EMERSON CONSTRUCTION COMPANY, INC., Temple, TX

Director of Construction & Project Manager

2001-2012

- Hired, developed, and managed multiple project teams including office and field personnel
- Responsible for new and existing client relations and acquisitions
- Created, implemented and/or improved company policies and procedures
- Remained heavily involved with new project bid opportunities and served as bid captain on retail projects
- Served as Executive Committee member involved with company strategic planning, budgeting, and marketing
- Monitored safety and quality control
- Ensured storm water and homeland security regulation compliance
- Responsible for contract negotiations and buyout for assigned projects
- Prepared and coordinated self-perform crews with other project trades
- Worked with consulting firm to improve company processes
- Simultaneously managed \$20M Federal project during this tenure

CREDENTIALS

ITT TECHNICAL INSTITUTE, Arlington, TX

Computer-Aided Drafting & Design Program, 1998

CERTIFIED INSPECTOR OF SEDIMENT & EROSION CONTROLS (CISEC)

CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROLS (CPESC-IT)

LICENSED IRRIGATOR

PROJECT EXPERIENCE

- City of Copperas Cove, The Narrows Ped Improvs- Contract \$1,172,562, Anticipated Completion April 2021
- City of Georgetown, Georgetown Village PID Improvs – Contract \$588,467, Completed Nov 2020
- City of Georgetown, Old Town NE Sidewalks – Contract \$872,401, Completed July 2020
- City of Georgetown, Sun City Intersection Safety – Contract \$632,132, Completed May 2020
- City of Temple, Crossroads Park Civil Package – Contract \$7,291,236, Completed April 2020
- City of Temple, Conner Park Drainage Channel – Contract \$705,688, Completed Sept 2019
- City of Temple, Airport Corporate Hangar Ph 2 – Contract \$1,480,485, Completed June 2018
- City of Harker Heights, Mtn Lion Rd Retaining Wall – Contract \$83,785, Completed June 2018
- City of Georgetown, 2017 Curb Replacement – Contract \$362,685, Completed May 2018
- General Land Office, Central TX State Veterans Cemetery Landscape – Contract \$67,785, Completed Oct 2017
- City of Georgetown, Parks & Rec ADA Improvements – Contract \$254,000, Completed Sept 2017
- Temple ISD, Travis Science Academy French Drain – Contract \$59,453, Completed July 2017
- Brookhaven-Rancier Hike & Bike Trail, City of Killeen – Contract \$692,000, Completed July 2017
- City of Temple, North 31st St Sidewalk Improvements – Contract \$320,830, Completed July 2017
- City of Temple, 31st St Enhanced Intersection – Contract \$648,213, Substantially Completed June 2017
- City of Killeen, Fire Station #9 Landscape – Contract \$110,000, Completed February 2017
- City of Georgetown, San Gabriel Park Bank Stabilization – Contract \$454,739, Completed September 2016
- City of Round Rock, West Park Improvements – Contract \$376,000, Completed September 2016
- Walmart Neighborhood Market Landscape; Killeen, TX – Contract \$266,000, Completed February 2016
- City of Temple, Avenue R/Friars Crk Trail Improvs – Contract \$874,000, Completed February 2016
- City of Elgin, Shenandoah Park Trail – Contract \$185,000, Completed August 2015
- TxDOT Falls Co FM413 Bridge Punchlist Completion – Contract \$214,000, Completed July 2015
- City of Temple, 1st St Sidewalk Improvs – Contract \$93,000, Completed May 2015
- City of Temple, D'town Rail Safety Zone – Contract \$180,000, Completed May 2015
- Walmart Fuel Station Landscape; Kyle, TX – Contract \$90,000, Completed May 2015
- Gander Mountain Killeen, TX – Contract \$150,000, Completed March 2015
- City of Georgetown, San Gabriel Park Improvements – Contract \$250,000, Completed January 2015

REFERENCES

Henry Kelly, Emerson Construction, P: 713-416-5091, hgkelly16@embarqmail.com

Kyle Letbetter, Better Trees of Texas, P: 512-658-8041, kyle@bettertreesoftexas.com

Tom Mulanax, Whorton Insurance Services, P: 512-372-2215, tommm@whortonins.com

Additional references available upon request

R. David Patrick, PE, CFM

Principal, Project Engineer

Kasberg, Patrick & Associates, LP

Project Role
Design Engineer

Years of Experience
KPA: 23
Other Firms: 6

Education
BSCE. 1992
Texas A&M University

Registration
PE: TX (No. 82738) 1997
CFM:
(Certification No. 1083-06N)
2006

Professional/Technical Affiliations
American Society of Civil Engineers
Texas Society of Professional Engineers
(Central Texas Chapter President 2002-2003)
National Society of Professional Engineers
Texas Floodplain Management Association
American Railroad Engineering and Maintenance Way Association
Texas Public Works Association

Other Activities/Accomplishments
Texas Society of Professional Engineer
(Young Engineer of the Year, 2004)
Temple Lions Club
Greater Temple Area A&M Club
Temple Railroad Advisory Board
Temple Industrial Foundation
(Board Member)
Belton Young Professionals
Greater Temple Area A&M Club
Rotary Club of Georgetown

David Patrick is a partner in the firm and has over 23 years of experience in the design and construction of municipal infrastructure projects in the Central Texas area. His engineering experience includes project management, design, preparation of construction plans and specifications, and construction administration for trails, parks, streets, bridges, pedestrian bridges, drainage analysis, watershed investigations transportation, railroad, storm drainage, detention facilities, water distribution and wastewater collection systems. In 1997, as Project Manager, David completed the Highway 183 project in Austin, Texas. The project spanned over three miles. At the time, it was the largest segmental bridge in the continental United States. At KPA, he works with many communities in Central Texas.

David is active in the Texas Society of Professional Engineers (Past Chapter President), the American Society of Civil Engineers, Texas Public Works Association, and several other professional organizations. He was named Young Engineer of the Year (2004) in Central Texas by the Texas Society of Professional Engineers.

Mr. Patrick graduated from Texas A&M University with a Bachelor of Science Degree in Civil Engineering. He is a licensed professional engineer in the State of Texas (82738) and a certified floodplain manager (1083-06N).

Representative Project Experience

- Crossroads Park Phase I & II, Temple, Texas
- Safe Routes to School Project in the Miller Heights Elementary School Area, Belton, Texas
- Pepper Creek Hike and Bike Trail Connection to Scott & White, Temple, Texas
- Rail Park Detention Pond, Temple, Texas
- Pepper Creek Trail Extension, Temple, Texas
- Nolan Creek Hike & Bike Trail Extension (Phase I), Belton, Texas
- Nolan Creek Hike & Bike Trail Extension (Phase II), Belton, Texas
- Friar's Creek Hike and Bike Trail Phase I, Temple, Texas
- Friar's Creek Hike and Bike Trail Phase II, Temple, Texas
- 1st Street Improvements – Phase I, Temple, Texas

Alvin R. (Trae) Sutton III, PE, CFM

Kasberg, Patrick & Associates, LP

Principal, Project Manager

Project Role

Project Principal, Project Manager

Years of Experience

KPA: 21

Education

BSCE, 2000

Texas A&M University

Registration

PE: TX (No. 96530), 2005

CFM TX (2036-10N)

Professional/Technical

Affiliations

American Society of Civil
Engineers

Central Texas Chapter President,
2005-2007

Central Texas Chapter Director,
2006-2008

Texas Society of Professional
Engineers

MathCounts Central Texas
Coordinator, 2002-2009

State MathCounts Chair, 2009-
2010

National Society of Professional
Engineers

Other Activities/ Accomplishments

Belton Chamber of Commerce
Citizen of the Year 2010

Belton Chamber of Commerce
Chairman & Treasurer

Texas Society of Professional
Engineers

Young Engineer of the Year, 2007
Texas Society of Professional

Engineers
Engineer of the Year, 2009

Belton Lions Club

Rotary Club of Belton

President 2009-2011

Belton Young Professionals

Greater Temple Area A&M Club

Trae Sutton has over 21 years of experience in the design and construction of municipal infrastructure projects in the Central Texas area. His engineering experience includes project management, design, preparation of construction plans and specifications, and construction administration for roadways, pedestrian facilities, drainage systems, water distribution and wastewater collection systems. He also has construction and inspection experience on major highway projects (Interstate 35). He is knowledgeable regarding the various permitting agencies and has good working relationships with both TxDOT and the Corps of Engineers. Mr. Sutton has extensive knowledge regarding the rules and regulations for pedestrian facilities set forth by AASHTO, Texas Accessibility Standards and Americans with Disabilities Act Accessibility Guidelines. Mr. Sutton has also successfully completed the Local Government Project Procedures Qualification for the Texas Department of Transportation.

Trae is active in the American Society of Civil Engineers, (Past President) and Texas Society of Professional Engineers (Past State Chair, MathCounts). He was named Young Engineer of the Year (2007) and Engineer of the Year (2009) in Central Texas by the Texas Society of Professional Engineers. Trae is also served his community by actively participating in the Belton Rotary Club (Past President), Belton Lions Club as well as the Belton Area Chamber of Commerce (Chairman). Mr. Sutton was recently named the 2010 Citizen of the Year by the Belton Area Chamber of Commerce.

Mr. Sutton graduated from Texas A&M University with a Bachelor of Science Degree in Civil Engineering. He is a licensed professional engineer in the State of Texas (96530).

Representative Project Experience

- San Gabriel Park Improvements, Georgetown, Texas
- FM 1660 Sidewalks, Hutto, Texas
- Safe Routes to School Project in the Miller Heights Elementary School Area, Belton, Texas
- Pepper Creek Hike and Bike Trail Connection to Scott & White, Temple, Texas
- VFW Park, Georgetown, Texas
- Nolan Creek Hike & Bike Trail Extension (Phase II), Belton, Texas
- Enterprise Business Park Roadway, Drainage and Utility Improvements, City of Temple, Texas
- Georgetown Parks and Recreation ADA Improvements, Georgetown Texas
- 9th. Street Paving, Drainage & Sidewalk Improvements, Georgetown, Texas

Ronnie Stafford, PLA

Principal

Covey Landscape Architects

Project Role
Landscape Architect

Years of Experience
Covey Landscape
Architects
2017

TBG Partners
2001-2017
David C. Baldwin Inc.
1995-2001

Education
Bachelor of Landscape
Architecture
Texas Tech University

Registration
Texas (No. 2460)

Professional Affiliations
American Society of
Landscape Architects

Ronnie Stafford has 23 years of Landscape Architectural experience with thorough knowledge from concept design to finished construction. He is a versatile Landscape Architect that has worked on aquatic facilities, high end resorts, university and corporate campuses, as well as Sustainable Site Initiative projects. His project management expertise, construction documents, detailing and field experience enables him to fully realize design intentions and ensure the client an efficient process and a well-built project. Ronnie provides technical expertise for the design team and communicates the design standards through the construction documentation process for efficiency during construction.

Representative Experience

- Allen City Hall, Allen, Texas
- JC Penney Headquarters, Dallas, Texas
- Palmas del Mar Resort, Humacao, Puerto Rico
- Hyatt Regency Lost Pines Resort, Bastrop, Texas
- JW Marriott Hill Country Resort, San Antonio, Texas
- Williamson County Roadsides Landscape Standards, Williamson County Texas
- Ronald Reagan Sustainable Roadside Planting, Williamson, County
- Circuit of the Americas Formula One Race Track, Austin, Texas
- Texas State Capitol Security Bollard Project, Austin, Texas
- Texas Governor's Mansion Renovation, Austin, Texas
- Undergraduate Academic Center, Texas State University
- Performing Arts Center, Texas State University
- Bobcat Trail Mall Renovation, Texas State University
- Lady Bird Johnson Wildflower Center Children's Garden, Austin, Texas
- Seaholm Power Plant Renovation, Austin, Texas
- Oracle Austin Corporate Campus, Austin, Texas
- Crossroads Park, Temple, Texas
- Santa Fe Plaza, Temple, Texas

Project Role
Landscape Designer

Years Experience
10 years

Education
Bachelor of Landscape
Architecture, Texas Tech
University
2007

**Professional
Affiliations**
Member of American
Society of Architectural
Illustrators

Travis has 10+ years experience with a large, high level landscape architecture firm in Austin. His expertise in designing spaces and ability to create stunning visual aides for projects and clients has allowed him to work on a vast array of project types, sizes and project locations. His responsibilities involve analysis and inventory of the site and project, full design from schematic design through the Construction Documentation phase of projects, 3d modeling, and hand rendering.

With his ability to work efficiently and seamlessly with other disciplines, Travis has been involved in numerous charrettes and visioning workshops. From masterplans to planting plans, urban design to neighborhood amenity centers, Travis has been involved in helping create many concepts and illustrations for projects that have garnered several awards. His design and implementation in Tanzania for the Kitenga Primary School Playground – Kitenga, Tanzania won a Texas ASLA Merit award.

Representative Experience

- 183 Bergstrom Expressway – Austin, Texas
- Town Lake Park – Austin, Texas
- Crossroads Park – Temple, Texas
- Wolf Ranch Charrette (Hillwood) – Georgetown, Texas
- Wolf Ranch Landscape Site design (Entry and Amenity Areas)(Hillwood) – Georgetown, Texas
- Temple Downtown Masterplan Charrette – Temple, Texas
- University of Texas Brackenridge Charrette – Austin, Texas
- Austin Oaks Charrette – Austin, Texas
- Union Park Charrette (Hillwood) - Little Elm, Texas
- Easton Park – Austin, Texas
- Oracle Corporate Campus – Austin, Texas
- Our Lady of the Lake Childrens Hospital - Baton Rouge, Louisiana
- Rancho San Lucas - Los Cabos, Mexico
- Yeti Corporate Campus – Austin, Texas
- Dell Childrens Hospital – Austin, Texas
- Seaholm Powerplant – Austin, Texas
- San Marcos Charrette - San Marcos, Texas
- South Texas Medical Center Charrette - San Antonio, Texas
- Texas A&M Kingsville – Kingsville, Texas
- Tarleton State Fort Worth Campus Charrette - Fort Worth, Texas

Economic Development Corporation

H.3.

Meeting Date: May 26, 2021

Contact: Jonas Titas, Executive Director, Copperas Cove EDC

Subject

Consideration and action to accept the First Amended Employment Contract between the Copperas Cove EDC and Executive Director Jonas Titas. **Jonas Titas, Executive Director, Copperas Cove EDC**

Description/Information

Copperas Cove Economic Development Corporation an economic development corporation organized and operated pursuant to the applicable laws of the State of Texas, employed Jonas Titas as its Executive Director beginning April 7, 2019, as an employee of the CCEDC to be assigned to perform job duties on behalf of the CCEDC. Executive Directors services were memorialized and updated through an employment contract in June 2020. As part of his annual review, the Executive Directors terms have been modified again and are memorialized in this First Amended Employment Contract between the CCEDC and the Executive Director Jonas Titas.

Financial Impact

N/a

Action/Recommendations

CCEDC staff recommends the Board of Directors accept the First Amended Employment Contract between the Copperas Cove EDC and Executive Director Jonas Titas.

**FIRST AMENDED EMPLOYMENT CONTRACT BETWEEN
THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
AND JONAS TITAS**

WHEREAS, the Copperas Cove (Economic Development Corporation (referred to herein as the "CCEDC"), an economic development corporation organized and operated pursuant to the applicable laws of the State of Texas, employed Jonas Titas as its Executive Director (referred to herein as "Executive Director", "ED", or "Employee") beginning April 7, 2019, as an employee of the CCEDC to be assigned to perform job duties on behalf of the CCEDC. ED's services were memorialized and updated through an employment contract in June 2020. As part of his annual review, the ED's terms have been modified again and are memorialized in this, the First Amended Employment Contract between the CCEDC and the Executive Director (the "First Amended Contract" or "Contract"). The CCEDC and ED may be jointly referred to herein as the "Parties"; and

WHEREAS, under the terms of the First Amended Contract, the ED will continue to act as the CCEDC's Executive Director, for the purpose of assisting the CCEDC in the recruitment of business to the Copperas Cove area; and

WHEREAS, in order to provide CCEDC's employees with knowledge of, and guidance related to the terms, conditions, policies and procedures concerning their employment with the CCEDC, the CCEDC has adopted a guidance document entitled "Copperas Cove EDC Personnel Policies and Procedures Manual" and a "Travel and Entertainment Policy", (which are jointly referred to herein as the "Manuals"), copies of which are attached hereto and incorporated herein for all purposes, as Exhibit A, which guidance documents may be formally revised, revoked, replaced and/or amended, in the future, at the discretion of the CCEDC; and

WHEREAS, as consideration for his continued employment with the CCEDC, the CCEDC will provide Employee with certain benefits, established conditions of employment, and working conditions, as detailed herein; and

WHEREAS, in exchange for the consideration, compensation and benefits noted herein and provided by CCEDC, the Employee hereby agrees to continue to perform the services, duties and work detailed herein below and in a manner appropriate to the position.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION ACKNOWLEDGED BY THE PARTIES TO BE SUFFICIENT, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. **Contract Term:** The term of this contract shall be twenty-four (24) calendar months ("Term"), beginning on June 1, 2021 (the "Effective Date"). The Parties agree, however, that each year of this Contract, during the Executive Director's annual performance review (which shall be conducted jointly by the CCEDC and the ED on or about the month of April of each year this Contract is in effect), the CCEDC may evaluate and consider a possible extension to the above stated Term of this Contract. If the Parties agree to any such extension of the Term, that extension (and any provision related to it) shall be memorialized, in writing signed by both Parties, and the document memorializing same shall be appended to this Contract as an amendment to same. If during the Term of this Contract either Party desires to discuss an extension the Term stated herein, that Party shall provide the other Party with written notice of

the extension sought, on or before sixty (60) calendar days prior to the then existing date of expiration. Upon receipt of such written notice, the Parties will promptly meet to negotiate the specifics related to the proposed extension and, if mutually agreed upon, the Parties shall memorialize the extension and related terms of same, in writing and append that writing to this Contract, as a formal Addendum hereto and the terms stated therein shall be incorporated herein for all purposes.

However, in addition to the Parties acknowledgment and understanding that the various provisions set out herein will apply, as they relate to ED's employment benefits and responsibilities with the CCEDC for a period of up to twenty-four (24) calendar months after the Effective Date of this Contract or its amendment, the Parties further acknowledge and agree that, subject to the termination and severance compensation provision(s) noted herein in Section 11, below, this Contract may be terminated at the discretion of the CCEDC, with or without cause, upon the CCEDC providing the ED with written notice prior to the termination date, and with the CCEDC's payment of the Severance Compensation agreed upon in Section 11.3, under the circumstances outlined below. Further, the Parties acknowledge and agree that if the termination of the ED is the result of demonstrative wrongdoing/misconduct by the ED, as specified herein in Section 11.2 et seq., below, then the CCEDC may at its sole discretion terminate the ED immediately upon providing notice to the ED of same, and in such an event no Severance Compensation or continuing benefits shall be due to ED from the CCEDC.

2. Assignment: The Executive Director shall be assigned to perform job duties for and on behalf of the CCEDC and shall be under the supervision and control of the CCEDC Board of Directors, with final authority and oversight to be provided by the CCEDC's Board of Directors.

3. Location of ED's Primary Residence: The Executive Director shall locate his permanent primary/residence within the corporate limits of the CCEDC of Copperas Cove. The ED received a relocation reimbursement to assist in moving to Copperas Cove, paid on the first paycheck. As stipulated in the offer letter, should ED voluntarily resign his employment with the Copperas Cove Economic Development Corporation within the first two years of hire date, ED agreed to reimburse the Copperas Cove EDC the relocation reimbursement based on the following schedule:

- First year – 100 percent
- Second Year – 50 percent

4. Compensation:

a) **Base Salary:** The annual base salary for the Executive director shall be \$125,000.00/per year (one-hundred and twenty-five thousand U.S. dollars/per annum). Such salary shall be paid by the CCEDC semi-monthly the same as the CCEDC's regular paydays to other employees. This salary is compensation that will be provided to ED in addition to the employment benefits noted in this Contract that will also be paid directly to, or on behalf of the Executive Director. It is agreed that the annual base salary noted herein shall not be decreased without the express written Contract of both the CCEDC and the ED.

b) **Annual Review:** The Board of Directors ("Board") of the CCEDC shall, at least annually during the term of this Contract and any extensions hereto, provide the EC with a written evaluation and review of the Executive Director's performance and efforts on behalf of the CCEDC during the prior year.

5. Benefits:

a) **Paid Vacation:** As of the date of this First Amended Contract, the Executive Director shall be eligible for accrual of paid vacation leave time pursuant to the CCEDC's Personnel Policy dated July 1, 2020 ("Personnel Policy") subject to the following: a) The Executive Director shall be eligible for three weeks paid vacation; b) if a project is actually approved for and "turns dirt" in the Narrows by the end of the calendar year 2021, the Executive Director shall be eligible for an additional week of vacation henceforth for a total of four weeks of vacation. Any vacation days accrued by the ED, but not used as of April 8 each year, shall expire and no longer be available for use by the ED. ED shall inform the Board of the CCEDC in writing, on or before five (5) days before using more than two (2) accrued vacation days, and shall indicate to the CCEDC what other individual he recommends act on behalf of the CCEDC during his absence from the CCEDC office.

b) **Vacation Leave:** Vacation leave may be used only in minimum increments of one-half day. Paid vacation leave will be paid at the ED's base pay rate (i.e. annual salary) that is applicable at the time of accrual, and shall not include a calculation for any special forms of compensation (such as incentives, bonuses, etc.). ED may carry over accrued vacation time, from one year to the next in accordance with the Personnel Policy.

c) **Health, Dental, and Life Insurance:** The Executive Director shall be eligible for and shall receive health, dental and life insurance benefits, as set forth in the Personnel Policy, and under the same provisions provided to other full-time, exempt CCEDC employees, unless such coverage is denied by the carrier/carriers. Costs for health and dental coverage for the ED and for ED's spouse and dependents (but not including coverage for children over the age of 18 years) shall be paid by the Employee.

d) **Holidays:** The Executive Director shall be eligible and shall receive the regular, noted holidays, as set forth in the Personnel Policy, and such other regular or special holidays hereafter prescribed by the CCEDC Board, from time to time.

e) **Sick Leave:** The Executive Director shall be entitled to accrual and use of sick leave benefits at the same rate and under the same provisions provided to full time, exempt CCEDC employees, as set forth in the Personnel Policy, but such accrual shall be capped at a maximum of ten (10) business days, in any single fiscal year.

f) **Pension Plan:** In addition to other compensation and employment benefits noted herein, the Executive Director shall be entitled to and shall receive retirement benefits through the Texas Municipal Retirement System (TMRS), if applicable, under the same provisions provided to full time CCEDC of Copperas Cove employees.

g) **Workers Comp:** The Executive Director shall be eligible for and receive coverage for workers compensation through the CCEDC under the same provisions provided to full time, exempt CCEDC employees, as set forth in the Manuals.

h) **Automobile Allowance:** The Executive Director shall receive a car allowance of \$500/per month, during each month the ED is employed by the CCEDC, pursuant to this Contract and extension hereto,

which allowance will be in addition to the ED's monthly salary. ED may be eligible for additional travel reimbursements pursuant to the Personnel Policy.

i) **Other Benefits:** The Executive Director shall be entitled to: (1) use of a cell phone, to be paid for by the CCEDC, and (2) payment for training costs, professional membership dues and subscriptions necessary for continued professional participation, growth and advancement, as the Executive Director of Economic Development. Those memberships include, but are not limited to: (a) the Texas Economic Development Council (TEDC), and (b) the International Economic Development Council (IEDC). ED is eligible for other benefits as set forth in the Personnel Policy.

6. **Hours of Work:** The ED and the CCEDC agree and acknowledge that the Executive Director is an "exempt employee," as that term is used and defined in the applicable Federal and State employment, pay and wage standards, laws and regulations. Accordingly, the ED is not eligible for 'compensatory time' accrual/pay, and shall be expected to work the hours necessary to successfully fulfill the duties and obligations of the job and his position with the CCEDC. Further, the Executive Director acknowledges that the proper performance of the duties associated with this position requires that he work extended hours, including time outside of the normal work day/week, and therefore, ED agrees to devote the time and effort necessary to fully, competently and properly perform the duties of his position.

7. **Outside Employment:** The Executive Director shall devote his full time and all professional efforts solely to the performance of his duties with the CCEDC. Executive Director shall not engage in outside employment or endeavors that would limit or otherwise negatively affect the Executive Director's performance of his duties for the CCEDC, without prior written consent of the CCEDC Board.

8. **Conflicts/Investments:** The Executive director agrees and warrants that during the term of this Contract and any extension hereto:

a) except for the ownership of stocks that are publicly held and traded, he will not invest or participate in any business venture engaged in business in or with the CCEDC of Copperas Cove and/or CCEDC, without the prior approval of the CCEDC Board; and

b) except for property used or held for use as a personal residence, the Executive Director will not invest in any other real estate or real property improvements within the CCEDC's jurisdictional limits, without prior approval of the CCEDC Board; and

c) he will comply fully with all applicable Federal, State and local requirements concerning conflict of interest disclosures, ethical regulations, and reporting regulation, ordinances and laws.

9. **Indemnification:** To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the CCEDC agrees to indemnify, defend, and hold the Executive Director harmless against any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against ED in the ED's individual or official capacity as an employee and as Executive Director, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of the ED, as an employee of the CCEDC, acting within the course and scope of the Executive Director's employment with the CCEDC; excluding, however, any such demand,

claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the ED committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the CCEDC or by the ED. The selection of the ED's legal counsel shall be with the mutual Contract of the ED and the CCEDC if such legal counsel is not also CCEDC's legal counsel. A legal defense may be provided through insurance coverage, in which case the ED's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. The ED is required to notify the CCEDC and cooperate fully in the defense of any claim made or threatened. To the extent this Paragraph exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph shall survive the termination, expiration or other end of this Contract and/or the Manager's employment with the CCEDC.

10. Other Conditions of Employment:

a) The CCEDC shall establish other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Executive Director, and such terms and conditions shall be memorialized in writing, signed by both Parties. In the event such additional terms and conditions are arrived at and memorialized, then a copy of that writing, after formal approval of the CCEDC Board, will be appended hereto, as an Addendum to this Contract, and the terms stated therein shall be incorporated herein for all purposes.

b) In addition to the employment benefits provided for the Executive Director pursuant to the provisions of this Contract, all employment provisions contained within the Manuals, except for those that are otherwise superseded by specific provisions agreed to herein, as they now exist or may be amended in the future, shall apply to the Executive Director, in the same manner as they apply to employees of the CCEDC.

11. Termination and Severance Compensation:

11.1 Termination Events. This Contract shall terminate upon any of the following:

- a) Mutual Contract of the CCEDC and ED in writing and signed by them;
- b) Retirement of the ED in which case the ED shall provide the CCEDC six (6) months' notice of his intent to retire; unless the CCEDC agrees otherwise;
- c) Voluntary resignation in which case the ED shall provide the CCEDC two (2) months' notice of his intent to resign, unless the CCEDC agrees otherwise;
- d) Death of the ED;
- e) If the ED becomes permanently disabled because of sickness, physical or mental disability, so that the ED will be unable to complete any of his duties under this Contract with a reasonable accommodation as permitted by the Americans with Disabilities Act, the CCEDC has the option, consistent with applicable law, to terminate this Contract upon 60 calendar days written notice of termination to the ED. If so terminated, ED shall be eligible for long term disability benefits if provided to other CCEDC employees. Such termination will be without prejudice to any right or remedy to which the CCEDC or ED may be entitled either at law, in equity, or under this Contract.

- f) Termination of ED's Employment "for cause" without notice, penalty, severance (as defined in Paragraph 11.2 below) or cost to the CCEDC; or,
- g) Expiration of the term of this Contract.

11.2 "**For Cause**". For purposes of this Contract the term "for cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Contract, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Executive Director under this Contract or under the Bylaws, policies or lawful directions of the CCEDC or its Board, the Charter or ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the Executive Director involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Executive Director's official duties hereunder.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Executive Director of public or other funds, confidential information or documents, or other assets or property, real, personal, or mixed, owned by or entrusted to the CCEDC, any agency or corporation thereof, or the Executive Director in his official capacity.
- (d) Incompetence or inefficiency in the performance of the Executive Director's duties as documented by evaluations, supplemental memoranda, or other written communication from the CCEDC Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the CCEDC Board has provided the ED a reasonable opportunity to remediate any incompetency or inefficiency;
- (e) Insubordination or failure to comply with lawful Board directives;
- (f) Violation of, or a knowing plan or attempt to violate, any Federal, State or local laws or regulations related to conflict of interest, ethics, or otherwise applicable provisions such as employment harassment, discrimination, fraud, knowing violations of the Government as to open government and/or public information or Local Government Code.
- (g) Knowingly falsifying records or documents related to the CCEDC's activities; or
- (h) Conscious misrepresentation of material facts to the CCEDC, the City or other officials in the conduct of the CCEDC's business.

11.3 **Severance Compensation.**

- a) In the event that the CCEDC desires to terminate the employment of the ED for any reason other than "for cause" as stated above, or for no reason, and the ED is willing and able to perform his duties of Executive Director, exclusively for the CCEDC, the Parties agree that the CCEDC shall be required to pay the ED, as Severance a total amount equal to six months regular salary, less deductions, withholding and taxes, plus compensation for accrued but unused vacation time, up to but not to exceed ten (10) vacation leave days, ("Severance Compensation"), which Severance Compensation shall be paid on the date termination is effective. (i.e., the date of delivery of the notice of termination to the ED by the CCEDC ("Termination Date").
- b) In the event of termination during the Contract that results in a payment of Severance Compensation, the CCEDC shall continue to pay health, dental and life insurance benefits, as set forth herein, with such payments ceasing immediately upon the soonest to occur of the following events: (1) three (3) months from the Termination Date, or (2) on the date that the Executive Director has been offered employment with another employer.

12. **Confidentiality Provision.** The Parties acknowledge and agree that certain information and documentation obtained or developed by the CCEDC related to its economic business development (including, but not limited to confidential business information that may be provided to the CCEDC by various business prospects that enter into discussions with the CCEDC) may involve or contain the confidential, propriety business information of the prospect(s), individuals and/or the CCEDC. Therefore, the Parties agree that they shall not disclose any such confidential and/or proprietary information to any third-party without the express written authority to do so, unless otherwise required by law or court order.

13. **Non-Competition.** ED acknowledges that the relationship(s) that the CCEDC will be developing through the efforts of the ED, on behalf of the CCEDC, with various business protects has a special value to the CCEDC. Thus, he agrees that upon termination or expiration of this Contract, he will not interfere, or attempt to interfere, with the relationships, existing or future business development work, or other economic development opportunities that have been initiated or otherwise have developed with any economic development prospect that was identified and contacted by either ED or the CCEDC during his employment with the CCEDC. Addition all, ED further agrees that upon termination or expiration of this Contract, he will refrain from contacting or otherwise communicating with businesses, groups, individuals or entities that are located within one-hundred (100) miles of Copperas Cove, that have been the subject of specific contact by the ED or CCEDC or negotiation with ED or CCEDC for economic development opportunities in the Copperas Cove community, for a period of two years, except as requested by the other Party, if applicable. The Parties agree that the loss arising from a breach or threatened breach of this provision cannot reasonably and adequately be compensated by money damages and will cause irreparable harm to the CCEDC, for which a remedy at law would be inadequate. Accordingly, the Parties hereby agree that the Party harmed by the breach shall be entitled to injunctive or other extraordinary relief in case of any such breach or threatened breach without the necessity of proving irreparable harm or inadequacy of legal remedies of the posting of a bond or other security therefore, which shall, however, in no way limit any other rights, including the recovery of damages, which the Party may have at law or in equity.

EFFECTIVE on the 1st of June, 2021. ("Effective Date")

**COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION**

EXECUTIVE DIRECTOR

J.C. Stubbs, Chairman

Jonas Titas

Date: _____

Date: _____

Subject

Motion to support a Short-Range Air Defense Artillery (SHORAD) Battalion at Fort Hood. Jonas Titas, Executive Director, Copperas Cove EDC

Description/Information

Fort Hood has outlined a proposal to station a short-range air defense artillery (SHORAD) battalion. The battalion consists of 550 soldiers, 40 Stryker-based M-SHORAD vehicles and 270 additional support vehicles. The potential to increase soldiers on Post will increase our community with growth: new families, new customers, new property owners, and new students.

Financial Impact

TBD

Action/Recommendations

CCEDC staff recommends the Board of Directors make a motion to support the proposal to station a short-range air defense artillery (SHORAD) battalion at Fort Hood.

Attachments/Links

https://kdhnews.com/military/army-seeking-public-feedback-on-proposed-fielding-of-air-defense-system-at-fort-hood/article_6832bbf4-b81e-11eb-88ac-732c06882449.html

Texas Support Military Families- Talking Points



Texas Initiatives to Support Servicemembers and Military Families

Texas' push to support the military is not a new endeavor. Over the last 20 years, the Texas Legislature was working to improve conditions in and around military installations and in the lives of military families.

- The Texas Education Agency homepage display a prominent link to the agency's Military Family Resource page with resources for military families moving to Texas.
- Texas Defense Economic Adjustment Assistance Grant (DEAAG) – is designed to assist defense communities with projects to improve their military value. Over the last three biennia, \$100 million was appropriated to the Texas Military Preparedness Commission for the purposes of providing DEAAG grants. Those funds were awarded to a total of thirty (36) projects benefiting fifteen (15) installations and surrounding communities with a combined return on investment of \$272M to the state.
- 86th Texas Legislature SB1200 allows a military spouse to practice in the state if they hold a license that is substantially equivalent in another state.
- 86th Texas Legislature HB1597 established residency for purposes of enrolling children of military members in school upon receipt of military transfer orders to an installation in the school's attendance zone.
- 86th Texas Legislature HB2530 created an online repository of information of use to active-duty military families relocating to Texas on the Texas Veterans Portal.
- 84th Texas Legislature Senate Bill 807 waived examination fees for service members or veterans who have military service, training, or education substantially similar to the requirements of the license. SB 807 also waived examination fees for service members, military veterans, and military spouses who held a current license issued by another jurisdiction if the licensing requirements were substantially equivalent to Texas requirements.
- 84th Texas Legislature SB1307 streamlined Chapter 55 of the Texas Occupations Code to ensure every military spouse, veteran, and active-duty service member gets credit for their skills.
- 82nd Texas Legislature SB162 required state agencies which issue occupational licenses to provide an expedited licensure process for military members, their spouses, and veterans within one year of separation from the military. Licensing agencies were also required to issue licenses if applicants held a current license issued by another jurisdiction as long as that license had substantially equivalent requirements to Texas.

Other Ways Texas is Supporting Service Members and their Families

- Military Family Support Pilot Program: This pilot program is designed to better meet the needs of military spouses entering the job market at military installations in Texas.
- Military National Dislocated Worker Board: The board identifies individuals affected by Reductions in Force including civilian contractors, military spouses in need of assistance, and transitioning services members as populations with significant training needs.
- Texas Department of Public Safety: The Texas Department of Public Safety (DPS) offers an active-duty military reintegration program. DPS is recognized for hiring more veterans than any state agency; of the 80 troopers in the most recent graduating class, 26 are military veterans.
- Military Friendly Schools: 45 public and private universities and community colleges in Texas are designated Military Friendly Schools.
- Early Childhood Education for Military Dependents: Texas school districts are required to offer a prekindergarten program if they identify 15 or more eligible children who are at least four years of age by Sep. 1 of the current school year and who are children of an active-duty member of the armed forces or are children of a member of the armed forces injured or killed while serving on active duty.
- Free Fishing and Hunting Licenses: Active-duty military and disabled veterans can receive hunting and fishing licenses at no fee.



Texas Initiatives to Support Servicemembers and Military Families

- Reduced or Waived Fees for License to Carry: License to carry fee are waived or reduced for eligible members or veterans of the U.S. Armed Forces.

Economic Development Corporation

H.5.

Meeting Date: May 26, 2021

Contact: Jonas Titas, Executive Director, Copperas Cove EDC

Subject:

Discussion and direction on a feasibility bid regarding construction of a SPEC building in the Narrows Business and Technology Park. **Jonas Titas, Executive 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.

Financial Impact:

TBD

Action/Recommendation:

CCEDC staff seeks direction on constructing a spec building in the Narrows Business Technology Park.

Attachments:

CDS proposal for market research

PROPOSAL

INDUSTRIAL MARKET RESEARCH AND INTERVIEWS

CENTRAL TEXAS INDUSTRIAL DEVELOPMENT

COPPERAS COVE, TEXAS

Prepared for:

COPPERAS COVE EDC
113 W. Avenue D
Copperas Cove, Texas 76522

Prepared by:

CDS COMMUNITY DEVELOPMENT STRATEGIES
1001 S. Dairy Ashford
Suite 450
Houston, Texas 77077



March 5, 2021

March 5, 2021



Jonas Titas
COPPERAS COVE EDC
113 W. Avenue D
Copperas Cove, Texas 76522

RE: PROPOSAL FOR MARKET RESEARCH – CENTRAL TEXAS INDUSTRIAL DEVELOPMENTS

Dear Jonas:

CDS Community Development Strategies (CDS) is pleased to submit this proposal for performance of market research for the Copperas Cove EDC (the EDC). Specifically, we are proposing to perform a review and evaluation of relevant recently built industrial inventory primarily in the I-35 corridor in Central Texas along with interviews of commercial real estate professionals familiar with the industrial market in the region. Prior to moving ahead with design and construction of speculative industrial building in the industrial park it developed, the EDC is considering contracting with an experienced real estate market consultant, CDS, to investigate the physical and environmental characteristics of successful current industrial development and gain insight into what industrial building products would likely be most in demand in Copperas Cove.

OBJECTIVE

The purpose of the proposed study is to conduct objective research on the typical characteristics of recent and successful industrial developments in the key markets of Central Texas that are relevant to Copperas Cove, and to gain insight into the competitive position of Copperas Cove as a location. There will be a two-part focus of the research: (1) a comparative inventory of relevant industrial uses to analyze typical physical characteristics, lease rates / purchase prices, and occupant profiles, and (2) interviews with knowledgeable commercial real estate professionals to discuss the Central Texas industrial market, the characteristics of the sites and buildings most in demand, and the appeal of Copperas Cove as an industrial location in the region.

APPROACH

CDS's approach to market research and analysis is to provide objective assessments of realistic development opportunities relative to a location's size, location, competitive position and overall suitability. Demand for new industrial space is tied to regional economic trends, current technologies, transportation patterns, workforce quality and availability, costs of development and occupancy, and the characteristics of available occupancy options. CDS will seek to understand this context in the industrial inventory research and commercial real estate professional interviews.

The findings of the market research will provide guidance to the EDC as to the best options for speculative industrial building development.

SCOPE OF WORK

The focus of this research is to present a summary of the existing quantities and qualities of applicable industrial uses in markets relevant to Copperas Cove and to gain understanding of likely key market demand opportunities for which speculative construction in Copperas Cove could be competitive.

1. Central Texas industrial supply overview

- a. Obtain information and data on applicable industrial supply in relevant Central Texas markets
 - Use secondary sources supplemented by primary research as needed
 - Temple – Belton – Killeen, Waco, north Austin metro
- b. Compile and organize information by key site and building characteristics as available
 - Location, transportation access, and land / site area
 - Year built, speculative vs. build-to-suit
 - Building construction type (metal, tilt wall etc.)
 - Single tenant owner-occupied, single tenant leased, or multitenant leased
 - Parking, loading, and outdoor storage
 - Utilities
 - Clear height
 - Maximum floor load
 - Special systems (cold storage or overhead crane for example)
 - Office / flex space
 - Occupant profile
 - Building and development occupancy / absorption
 - Lease rates or property acquisition pricing if available
- c. Identify key characteristics common to newer and successful industrial properties and concisely summarize

2. Commercial real estate professional interviews

- a. Identify 6 to 8 knowledgeable commercial real estate professionals active in the Central Texas industrial market
- b. Conduct interviews to inquire about current trends and preferences
 - Types of occupants active in the market – industry sectors, space needs
 - Buy vs. lease
 - Desired physical characteristics of site and building
 - Lease rate / acquisition pricing trends
 - Build-to-suit vs. existing space
 - Opinions on Copperas Cove competitive position
- c. Summarize findings

3. Reporting

Organize the findings and results of the research program into a practical and useful format and prepare a fully illustrated report suitable to aid in development and financial planning

RESEARCH METHODOLOGY

The studies as described above will involve several complimentary research techniques that together provide the basis for analysis and conclusions.

- Orientation:** Market area definition and economic growth considerations.
- Research:** Investigation of secondary source data including information provided by SGI, real estate publications and reporting services, information from public agencies and economic development organizations, Census/demographic data services and CDS in-house files.
- Inspection:** Perform field work to see key property examples in person
- Evaluation:** Gather pertinent information concerning the size, location, quality, site characteristics and other specifics of developments that comprise the competitive market.
- Interviews:** Conduct interviews with a selected group of on-site managers, apartment locators, developers, brokers and realtors known to be active in the CMA who can provide insight into rental housing demand trends.
- Reporting:** Organizing the findings of the research into a report presentation focusing on documentation of demand, timing for development and suitability of the proposed site for this type of housing.

DELIVERABLES

Upon completion of the market research program, described above, a full draft report will be generated for client review. Following discussions regarding the findings and conclusions, any reasonable and necessary revisions will be made. Electronic copies of the final report will be provided with hard copies available at our cost of reproduction.

TIME AND FEE QUOTATIONS

Fees for professional services are based upon time allotted to the performance of various study tasks at our standard per diem rates. Based on the scope of work described and our experience with similar assignments, the project fee quotation is **\$13,750.00** plus reimbursable travel expenses. This amount assumes no more than two in-person visits to the Central Texas region.

Turnaround time for completion of the study will be related to our in-house work schedule at the time of assignment. CDS currently estimates approximately 5 to 7 weeks from the date work commences on the study, but could be affected by the scheduling of interviews etc. New projects are started in the order in which contracts / retainers are received.

BILLING POLICIES

CDS will issue an invoice for a retainer of one-half the contracted fees with written authorization to proceed. This invoice is due upon receipt. We are not obligated to start work or determine a completion date until both the contract and retainer fee are received. A final invoice for the balance will be issued upon delivery of the draft report. This invoice is due and payable upon receipt. All reimbursable expenses will be documented and included with the final invoice. Payment timing is not affected by an elective review period. All reasonable and necessary corrections or revisions brought to our attention within 30 days of delivery of the report will be immediately addressed.

Any requests for supplemental services, meetings or presentations not described herein will be considered additions to the scope and billed at our standard hourly rates.

GOVERNING LAWS FOR BUSINESS AGREEMENTS

- The signed proposal for services acts as the business Agreement between CDS Community Development Strategies (CDS) and client entities thereto signed.
- Upon receipt of a signed agreement, CDS may conduct a standard customer credit review. Results of this review could affect payment terms prior to release of a final report.
- CDS studies are independent and objective and may return findings that do not support the clients stated or unstated objectives.
- Retainer payments are non-refundable deposits to proceed with a study.
- Payment of invoiced amounts are in no way dependent on the decision of the client or any third party to proceed with a project or to secure funding or financing for a project.
- All obligations are between parties explicitly named in the agreement and who have executed the agreement. CDS is not obligated in any way to any party not named in the agreement who may act or fail to act whether directly or indirectly on the study.
- Final payment is due upon receipt. Past due invoices accrue interest at 1.5 % per month.
- New clients are asked to provide accounts payable contact information for our files.
- The study is and shall remain the property of CDS until all outstanding invoices are paid.
- This Agreement is entered into at arm's length and shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement is determined to be unenforceable according to such laws, that provision shall be severed from the remainder of the Agreement which will remain in force. The State of Texas shall have jurisdiction over the parties and all claims and causes of action related to this Agreement and venue shall lie in Harris County, Texas.

- This Agreement supersedes any other agreements verbal or written related to the matter and can be modified only in writing signed by all parties to the Agreement.

CONFIDENTIALITY

Reports prepared by CDS for non-public-sector clients are proprietary and results will be held in confidence unless otherwise directed by the client.

QUALIFICATIONS OF CDS

CDS Community Development Strategies was formed in 1971 to provide professional market and economic research and consulting services including market feasibility and market planning for various types and densities of residential, commercial and industrial real estate development. The firm is staffed with professional market analysts and planners who have completed over 4,000 studies addressing a wide range of real estate related issues. Our mission is to look forward and provide objective recommendations for optimal positioning of each development relative to current and future urban growth patterns. Independent third-party reports prepared by CDS are designed to aid our clients in development and financial planning.

AUTHORIZATION OF THE WORK

If the arrangements described above are satisfactory, please sign and return a copy of this proposal agreement, along with a check for the retainer, as our formal authorization to proceed. We look forward to our first opportunity to work with the Copperas Cove EDC.

Respectfully submitted,



Steven R. Spillette
President

ACCEPTANCE:

BY: _____

FOR: _____

DATE: _____

Accounts payable contact name: _____

Email address: _____ Telephone number: _____

Meeting Date: May 26, 2021

Contact: Diane Drussell, Assistant Director, Copperas Cove EDC

INFORMATION

Subject: Natural Gas extension to the Narrows Business and Technology Park

This project was broken into two RFP's (as requested by Atmos); one being "On-Site" (within the actual Business Park) and the other being referred to as "Off-Site" (from the Atmos point location on Business 190 and down along Constitution).

As of May 18, the Contractor (Smetana & Associates) has been "directional boring the 6" HDPE on the Off-Site portion of the project, which is approximately 3,400' of the estimated 5,500' that has been installed. This has been installed from Constitution to Charles Tillman Way, just past Martin Luther King, Jr. Drive. Once this has been completed, it will be tested and tied into the line.

Work on the On-Site portion will be started after that.

Subject: Utility Burial

In October of 2019, the discussion of burying Business 190 utility lines was brought up to the BOD, with CCEDC Staff believing this would create a more appealing look for Copperas Cove and Business 190.

In January of 2020, Executive Director Jonas Titas spoke with Oncore and received the initial first draft of the plans.

Subject: Spec Building

The CCEDC has been unable to qualify or submit RFP's 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.

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