



**NOTICE OF MEETING
OF THE COPPERAS COVE
ECONOMIC DEVELOPMENT CORPORATION**

Notice is hereby given that the **Annual and Regular Meeting** of the Copperas Cove Economic Development Corporation will be held on **Tuesday, October 18, 2016 at 11:00 a.m.** in the Copperas Cove Economic Development Corporation Office at 210 South First Street, Copperas Cove, Texas 76522 at which time the following agenda will be discussed.

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **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.

6. **OATH OF OFFICE**

- a. Oath of Office administered to incoming Board Members by Bradi Diaz, Notary Public

7. **ANNUAL MEETING OF THE BOARD PER SECTION 4.01 OF THE CORPORATION'S BY-LAWS**

- a. Election of officers for Fiscal Year 2016 – 2017
- b. Appointment of other officers and agents as allowed and/or required by Bylaws
- c. Actions which may be required under our Charter or Bylaws to be conducted at the annual meeting.

8. ANNOUNCEMENTS

9. PRESENTATIONS

- a. Presentation to outgoing CCEDC Board Members.

10. CONSENT AGENDA

- a. Discussion and consideration of action regarding minutes for the Regular Board Meeting held on September 15, 2016.

11. FINANCIALS

- a. Review and consideration of action regarding the Financial Report for the month of September, 2016.
 1. Profit and Loss – Budget vs. Annual
 2. Balance Sheet
 3. Investment Report
- b. Review the Comparative Sales Tax Report for September 2016.

12. OLD BUSINESS

None

13. NEW BUSINESS

- a. Discussion and consideration of action to authorize the Board Chair to execute a cancellation letter to Johnson & Associates.
- b. Discussion and consideration of action to repeal the Copperas Cove EDC Personnel Polices.

- c. Discussion and consideration of action to approve the Staffing and Reimbursement Agreement with the City of Copperas Cove.
- d. Discussion and consideration of action to amend the CCEDC Bylaws to address financial management and reporting; meeting posting and minutes; public information policies check signing authority; budget line item transfers; and investment policy.
- e. Discussion and consideration of action to change the way CCEDC funds are managed and invested by discontinuing the use of Repurchase Agreements (Sweep Accounts) and moving funds to be invested into a Local Government Investment Pool (TexPool or similar).
- f. Discussion and consideration of action to cancel computer backup service with Centex Technologies.
- g. Discussion and consideration of action to cancel internet service, currently provided by Time Warner Cable Business Class.
- h. Discussion and consideration of action to hire Denton Navarro Rocha Bernal Hyde & Zech, P.C. to provide legal services for the CCEDC.
- i. Discussion and consideration of action to pay an invoice from Tyler Technologies for CCEDC's subscription to InCode financial services for FY2016-2017 in the amount of \$17,778.00 from the General Administration: Financial Services line item in the FY2106-2017 Approved Budget.
- j. Review of the Copperas Cove City Manager's Transition Plan for CCEDC Employees becoming City Employees.
- k. Discussion and consideration of action to approve a Budget Reallocation for FY2016-2017.
- l. Discussion and consideration of action to approve an expenditure in the amount of \$1,016.90 to purchase refurbished telephones that are compatible with the phone system used by the City of Copperas Cove.
- m. Review and discussion of training opportunities – Beginning Economic Development Course and Public Information Act/Open Meetings/Sales Tax training for CCEDC Board Members.

12. EXECUTIVE SESSION

Pursuant to §551.087 of the Open Meeting Act *Tex. Gov't. Code*, the Board of Directors will meet in Executive Session for deliberation regarding Economic Development negotiations with discussion regarding commercial or financial information that the governmental body has received from a

business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- a. Discussion and consideration of prospect negotiations.

Pursuant to §551.072 of the Open Meetings Act. *Tex. Gov't. Code* , a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- a. Discussion and consideration of action regarding property issues.

The Copperas Cove Economic Development Corporation Board of Directors will meet in closed session pursuant to Texas Government Code, chapter §551.071 (1) (A) concerning:

- a. Consultation with Attorney concerning potential, pending, threatened and/or contemplated litigation.

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

14. REPORTS AND ANNOUNCEMENTS FROM BOARD OF DIRECTORS

15. STAFF REPORTS

- a. Activity Log – Monica MacKay
- b. Activity Log – Diane Drussell

16. 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.

Copperas Cove Economic Development Corporation office is wheelchair accessible and parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the office manager at (254) 547-7874 ext. 23 or FAX (254) 547-7388 for information or assistance.

I, undersigned authority, do hereby certify that the above Notice of Meeting of the Copperas Cove Economic Development Corporation was posted on October 12, 2016 at 12:00 p.m. on the glass front door of the Copperas Cove Economic Development Corporation a place convenient and readily accessible to the general public at all times.


Cindi Novak
Office Administrator



**Copperas Cove
Economic Development Corporation**

September 18, 2016

Agenda Item No. 10 (a)

Subject: Discussion and consideration of action regarding minutes for the Regular Board Meeting held on September 15, 2016.

Description/Information: Attached is the official transcript of minutes as transcribed by Cindi Novak for the Regular Meeting held on September 15, 2016. The minutes have been reviewed and approved by Secretary Smith.

Financial Impact: None.

Action/Recommendation: Staff recommends approval of the September 15, 2016 Regular Board Meeting Minutes.



COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION
Regular Meeting Minutes of September 15, 2016
Minutes Order # 2016-(09)-(15)

OPEN MEETING

An Open Meeting was held concerning the following subjects:

1. CALL TO ORDER

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

2. INVOCATION

Director Annabelle Smith led the invocation.

3. PLEDGE OF ALLEGIANCE

Chairman Bradi Diaz led the Pledge of Allegiance to the American Flag and the Texas State Flag.

4. ROLL CALL

Members Present: *Bradi Diaz* *Jack Smith*
 Marc Payne *Annabelle Smith*

Member Not Present: *Jerry Smith (excused)*

Staff Attorney: *Robert Gradel, CCEDC Attorney*

Staff Present: *Monica MacKay* *Diane Drussell*
 Cindi Novak

City Council Present: *David Morris*

City Manager Present: *Ryan Haverlah (filled in for CM)*

5. **CITIZENS FORUM**

No citizens spoke at this meeting.

6. **ANNOUNCEMENTS:**

Important Dates:

Thursday, Sept 15: Entity's Meeting @ 3:00pm hosted by CCISD

*Tuesday, Sept 20: City Council Meeting – 6:00-8:00pm
CCEDC Budget & Board Appointments will be on the agenda*

7. **PRESENTATIONS**

None

8. **CONSENT AGENDA**

- a. **Discussion and consideration of action regarding minutes for the Regular Board Meeting held on August 15, 2016.**

Vice-Chair Jack Smith made a motion to approve agenda item a as read and Director Marc Payne seconded the motion and with a unanimous vote, the motion carried.

9. **FINANCIALS**

- a. **Review and consideration of action regarding the Financial Report for the month of August 2016.**
1. **Profit and Loss – Budget vs. Annual**
 2. **Balance Sheet**
 3. **Investment Report**

Director Marc Payne made a motion to approve item a of the Financials and Secretary Annabelle Smith seconded the motion and with a unanimous vote the motion carried.

- b. **Review the Comparative Sales Tax Report for August 2016.**

Information Only.

10. **OLD BUSINESS**

- a. **Discussion and consideration of action regarding an invoice from Johnson & Associates in the amount of \$5,000.00 for the third and final payment regarding the Executive Search.**

Secretary Annabelle Smith made a motion to approve a \$5,000.00 payment to Johnson & Associates and Vice-Chair Jack Smith seconded the motion and with a unanimous vote the motion carried.

11. NEW BUSINESS

- a. Discussion and consideration of action regarding an invoice from GIS Planning, Inc. to provide services for a property locator tool for Coppers Cove EDC websites.

Secretary Annabelle Smith made a motion to approve an invoice from GIS Planning, Inc and Director Marc Payne seconded the motion and with a unanimous vote the motion carried.

- b. Discussion and consideration of action regarding an invoice from the City of Copperas Cove regarding the Copperas Cove EDC's matching funds for the Downtown Sidewalk Improvement Project in the amount of \$82,361.20.

Director Marc Payne made a motion to approve an invoice from the City of Copperas Cove for the amount of \$82,361.90 and Secretary Annabelle Smith seconded the motion and with a unanimous vote the motion carried.

- c. Discussion and consideration of action regarding accepting the resignation of Jerry D. Smith from the CCEDC Board of Directors.

Director Marc Payne made a motion to accept the resignation of Jerry D. Smith and Secretary Annabelle Smith seconded the motion and with a unanimous the motion carried.

- d. Discussion and consideration of action regarding moving the Annual Meeting in October to allow staff to attend the Annual Conference of the Texas Economic Development Council.

Director Marc Payne made a motion to move the Annual Meeting in October to the 18th and Secretary Annabelle Smith seconded the motion and with a unanimous vote the motion carried.

12. *The Board of Directors convened in Executive Session at 12:29pm*

Pursuant to §551.087 of the Open Meeting Act *Tex. Gov't. Code*, the Board of Directors will meet in Executive Session for deliberation regarding Economic Development negotiations with discussion regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- a. Discussion and consideration of prospect negotiations.

No action taken.

Pursuant to §551.072 of the Open Meeting Act *Tex. Gov't. Code*, a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

a. Discussion and consideration of action regarding property issues.

No action taken.

Pursuant to §551.072 of the Open Meetings Act. *Tex. Gov't. Code* , a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

a. Discussion and consideration of action regarding property issues.

No action taken.

The Open Session reconvened at 12:53pm

13. REPORTS AND ANNOUNCEMENTS FROM BOARD OF DIRECTORS

Chairman Bradi Diaz and Vice-Chair Jack Smith announced this will be their last Board meeting and thanked The Board and Staff.

14. STAFF REPORTS

a. Prospect Report – Monica MacKay.

b. Business retention Activity Report – Diane Drussell.

15. ADJOURNED

There being no further business, Chairman Bradi Diaz adjourned the Regular Meeting of the Board of Directors at 12:59 p.m.

Annabelle Smith, Secretary

ATTEST:

Cindi Novak

Cindi Novak, Office Administrator



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 11 (a)

Subject: Review and consideration of action regarding the Financial Report for the month of September 2016.

Description/Information: Attached are the Corporation's Comprehensive Financial Reports and Financial Notes for the month of September 2016. This report has been submitted to the Board Director, Marc Payne, for review, edits and approval prior to submittal to the Board.

Financial Impact: None.

Action/Recommendation: Staff recommends approval of the Financial Report for the month of September 2016.

INVESTMENT REPORT

In September 2016 the Corporation's investment portfolio was made up of three Commercial Checking Public (Interest Bearing) Repurchase Accounts with Extraco Bank. In February 2013 Treasurer Diaz and staff met with Extraco Bank and consolidated the existing five Commercial Checking Public (Non-Interest Bearing) accounts into three. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayer dollars.

September-16	Balance 09/01/16	Deposits	Debits	Interest	Balance 09/30/16
Main Checking Account 2120	\$230,000.00	\$163,564.64	\$179,003.30	\$0.00	\$214,561.34
Sweep Acct: 1821 for 2120	\$799,683.65	\$107,824.88	\$40,253.76	\$33.19	\$867,287.96
Land (Capital Projects) Account 5770	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Sweep Acct: 1847 for 5770	\$1,897,007.24	\$0.00	\$0.00	\$126.55	\$1,897,133.79
Sales Tax Revenue Account 2640	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Sweep Acct: 1839 for 2640	\$16,412.93	\$0.00	\$0.00	\$0.64	\$16,413.57
				TOTAL	\$3,015,396.66

Total **Interest** Earned in September 2016 **\$160.38**

Total **Bank Analysis Fees** in September 2016 **\$193.20**

The Book Value of the Corporation's investment is equivalent to the Market Value. This report is in compliance with the Corporation's investment policy and with the Public Funds Investment Act.



Prepared By:

Cindi Novak

Office Administrator

Approved By: Chairman

Treasurer



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 11 (b)

Subject: Review the Comparative Sales Tax Report for September 2016.

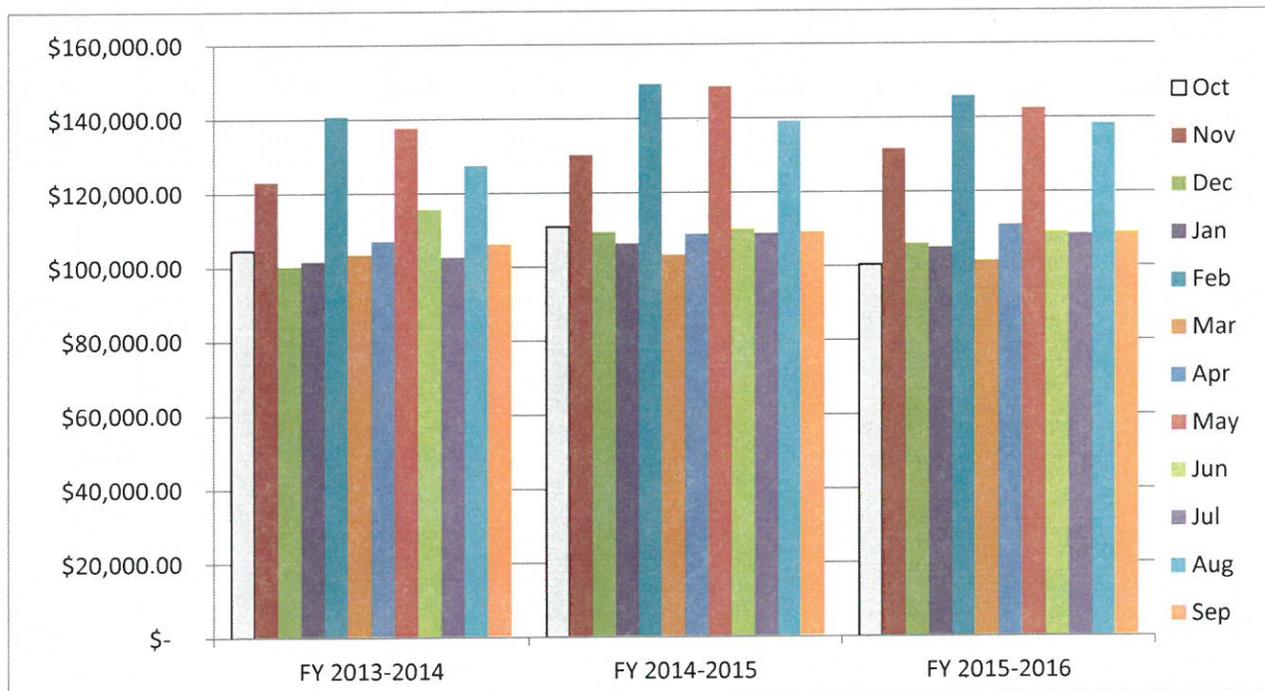
Description/Information: For Information Purposes Only.

Financial Impact: None.

Action/Recommendation: None Required.

Copperas Cove Economic Development Corporation
Current YTD Schedule of Sales Tax Collections
(With YTD and Comparative Collections in FY 2015-2016)
As of September 30, 2016

	Monthly Receipts FY2013-2014	Monthly Receipts FY2014-2015	Monthly Receipts FY2015-2016	% Comparison to Prior Year
October	\$ 104,621.28	\$ 110,813.77	\$ 100,329.85	(9.46)
November	\$ 122,977.55	\$ 130,215.40	\$ 131,587.48	1.05
December	\$ 100,224.80	\$ 109,419.06	\$ 105,976.19	(3.15)
January	\$ 101,587.42	\$ 106,313.38	\$ 105,049.40	(1.19)
February	\$ 140,686.23	\$ 149,288.46	\$ 145,817.48	(2.33)
March	\$ 103,425.35	\$ 103,117.99	\$ 101,352.45	(1.71)
April	\$ 107,096.31	\$ 108,778.82	\$ 111,130.07	2.16
May	\$ 137,559.51	\$ 148,470.44	\$ 142,286.07	(4.17)
June	\$ 115,637.01	\$ 110,106.85	\$ 109,054.69	(0.96)
July	\$ 102,693.91	\$ 108,950.04	\$ 108,600.22	(0.32)
August	\$ 127,482.27	\$ 139,123.02	\$ 138,358.92	(0.55)
September	\$ 106,168.56	\$ 109,193.30	\$ 108,862.09	(0.30)
Total	\$ 1,370,160.20	\$ 1,433,790.53	\$ 1,408,404.91	(1.77)
YTD Totals	\$ 1,370,160.20	\$ 1,433,790.53	\$ 1,408,404.91	(1.77)





**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (a)

Subject: Discussion and consideration of action to authorize the Board Chair to execute a cancellation letter to Johnson & Associates

Description/Information:

The CCEDC Board of Directors approved a contract with Johnson & Associates to conduct an Executive Search. The final payment was requested by Johnson & Associates and approved by the Board in the September Board Meeting.

During the September 20, 2016 City Council Meeting, an agenda item was presented to City Council and is attached. It reads, in part:

“The current contract with Johnson and Associates has not yielded a viable candidate for the position of EDC Executive Director. The last document received by Human Resources indicated that \$17,363.84 had been expended in the search. This document is not dated indicating at what point the accounting was made. In addition, this amount does not include an additional \$10,000 in payments required by the contract upon completion of the contractual search requirements. The contract allows termination by either party by giving thirty (30) days' written notice to the other party. Only fees and/or expenses earned prior to written notice will be paid.”

CCEDC Staff Note: CCEDC records show all expenses relating to this contract have been paid.

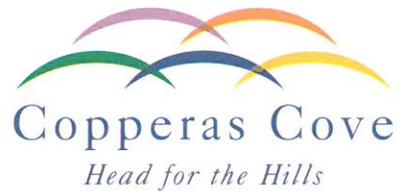
City Council has directed the CCEDC Chairman to send the attached letter as 30 days' notice of cancellation of the contract.

Financial Impact:

None

Action/Recommendation:

CCEDC Staff recommends the Board of Directors authorize the Board Chair to execute this cancellation letter.



October 18, 2016

**Economic
Development
Corporation**

Chloe R. Johnson
Johnson & Associates
8308 Tecumseh Drive
Austin, TX 78753

Ms. Johnson,

Please accept this letter as the Copperas Cove Economic Development Corporation's required 30 days' written notice to cease services concerning the Executive Director search. The notice is being provided pursuant to the Executive Search Agreement executed on March 24, 2016.

The Copperas Cove Economic Development Corporation appreciates the opportunity to work with Johnson & Associates. If you should have any questions, please contact me at 254-547-7874.

Sincerely,

Name of Chairman



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (b)

Subject: Discussion and consideration of action to repeal the Copperas Cove EDC Personnel Policies.

Description/Information: During a Special Council meeting held September 27, 2016, Council was provided the following information:

“On August 16, 2016 during the regular City of Copperas Cove Council meeting, the City Council directed the City Manager to provide a transition plan regarding the placement, control and direction of Copperas Cove EDC Executive Director and operations under the City Manager through the City Council.

The City Manager has created a task force to assist with the EDC Transition Plan. Human Resource activities within the plan are being established and copies of the EDC Personnel Policy Guidelines have been obtained for review.

With the exception of section titled "7.01 Medical and Life Insurance", the EDC Personnel Policy Guidelines have not been updated since March of 2008. Many of the core policies differ from those of the City of Copperas Cove. Some of the policies do not conform to State or Federal law.

If the decision of the City Council is to move the Copperas Cove EDC to fall under the direction of the City Manger, the employees of the EDC would transition to become employees of the City of Copperas Cove subject to all of the rules, regulations, ordinances, and policies of the City. Having a separate set of Personnel Policy Guidelines for the EDC employees from those established for the employees of the City of Copperas Cove would add workload to update two sets of policies on the



ay Associates, Inc.
the public management company

1304 Guadalupe Street
Austin, Texas 78701
(512) 478-4699
FAX: (512) 478-1049
E-mail: rai@rayassociates.com

March 25, 2008

TO: Board of Directors, Copperas Cove Economic Development Commission

FROM: Katherine B. Ray, SPHR

SUBJECT: Differences between Current Copperas Cove EDC Policies and Recommended New Policies

We have listed below key differences between the current City of Copperas Cove's personnel policies and the initial draft prepared by our firm for the CCEDC, as well as changes we included that were not in either the city's or the CCEDC's current policies.

1. **Overall**, we tried to keep the length and complexity of the CCEDC's policies consistent with a much smaller organization than the city. For example, the city's policies contain approximately 50 pages of text relating to safety policies. Many of the safety policies relate to issues that CCEDC employees would not encounter, such as compressed gas cylinder safety, electric welding, chain saw safety, and many others.
2. We have provided the CCEDC with **sample forms** to implement the final policies. These forms are in Microsoft Word so the CCEDC can personalize, modify, and use them as desired and needed.
3. Section **1.15 Searches** – The language we have included is more detailed and expansive than that included in the city's current policies.
4. Section **2.02 Dress Code** – The city has a very detailed policy on this. We have shortened the language and made it much more generic.
5. Sections **2.01.02, 2.07.01 – 2.07.04, and 2.08.03** contain the provisions previously contained in the CCEDC's **Business Ethics and Conduct** policy. In addition, the CCEDC's Code of Ethics, adopted by the Board of Directors on June 15, 1995 is included in the policies as Appendix A.
6. Section **2.10 Chain of Command** – The city does not have a policy like this, but our other clients typically want this type of policy, so we included it in the recommended policies.
7. Section **2.11 Office Donations** – The city does not have a policy like this, but our other clients typically want this type of policy, so we included it in the recommended policies.
8. Section **2.12.05 Cellular Telephones** – We used an abbreviated policy here compared to what the city currently uses.

30 Years

*Leading and Enriching Public Service through counsel,
management systems, and representation*

9. Section **2.13.06 Rules for Electronic Communication** – The city prohibits all use of Instant Messaging (IM) software. We provided for an exception to be made upon approval of the Executive Director.
10. Section **4.02 Introductory Period** – The city’s policies contain an “evaluation period” which it says should never be less than six months. However, the policy states that the evaluation period begins “when the employee actually starts performing the regular duties for which the employee was hired and is completed at the discretion of the Department Director (but never less than six (6) months). We left the CCEDC’s 90-day introductory period. We believe it is important to specify the time period during which an employee will be considered “introductory.” We also have some concern about the statement in the city’s policies that says, “Only those employees who meet acceptable performance and other standards during their evaluation period will be retained as employees.” We believe that statement might create a “property right” in the job for employees who are retained beyond the “evaluation period.”
11. Sections **5.12 Disciplinary Suspensions for Violating Serious Workplace Conduct Rules** – This provision is necessary to comply with the amendments to the Fair Labor Standards Act (FLSA) effective August 24, 2004.
12. **Chapter 6.00 Work Schedule and Time Reporting** – These provisions have been expanded to comply with the amendments to the Fair Labor Standards Act (FLSA) effective August 24, 2004. In addition, the CCEDC previously provided for time and one-half compensatory time off for any extra hours worked by exempt employees. We have eliminated this provision (see Section 6.05.01). However, we have also provided for the Executive Director to authorize time off for exempt employees who have had to work extra hours, generally on an hour for hour basis.
13. Section **7.03 Retirement** – We updated the CCEDC’s policy on retirement to specify that the retirement plan is provided by TMRS.
14. Section **8.03.01 Vacation** – This is a change for CCEDC employees. The CCEDC currently provides for both full-time and part-time employees to accrue vacation leave, whereas the city provides this benefit only for full-time employees. We drafted the recommended CCEDC policies to be consistent with the city’s policy on this issue.
15. Sections **8.04.08, 8.04.10, 8.04.12 Sick Leave**, and **8.05 Attendance Reward Leave** – Several provisions relating to Sick Leave have been changed from the CCEDC’s current policies. These revised policies deal with, respectively, **Unexcused or Excessive Absenteeism, Exhaustion of Sick Leave**, and **Attendance Reward Leave**. Sections 8.04.08 and 8.04.10 deal with abuse and exhaustion of sick leave. CCEDC’s current policy (Section 8.04.12) provides for employees to be paid for up to 80 hours of accumulated sick leave upon termination if the Executive Director approves the payment. The revised policy provides that an employee will be paid for 50 percent of unused sick leave if the employee retires after at least 20 years with the CCEDC. The revised policy is consistent with the City of Copperas Cove’s policy. Finally, in Section 8.05, we are attempting to use the “carrot” instead of the “stick” to encourage employees not to abuse their sick leave by providing a graduated system of extra days off for non-use of sick leave.

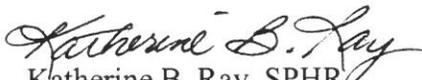
16. Section **8.06 Family and Medical Leave (FMLA)** – City employees are eligible for FMLA. However, since the statute that created the Copperas Cove Economic Development District specifically states that the CCEDC is not a governmental entity, determination of whether the CCEDC is subject to the FMLA is controlled by the total number of employees, as it is for all private sector employers. Only employers with 50 or more employees are covered under the Family and Medical Leave Act (FMLA). Since the CCEDC has substantially fewer than 50 employees, CCEDC employees are not covered under the FMLA.
17. Section **9.01 Holidays** – The city provides for a day off for “Birthday Leave,” and the CCEDC currently provides for one personal day in addition to the holidays listed in the policies. We felt the personal day off provided greater flexibility, so we left the CCEDC policy as it was.
18. Chapter **11.00 Drug and Alcohol Abuse** – The city has an extensive drug and alcohol policy. For the CCEDC’s policies, we included the basic provisions required under the Drug-Free Workplace Act, as well as provisions that allow the CCEDC to test employees for drug and alcohol use if a reasonable suspicion exists to test. Employees would also be required to be tested before returning to work after having been sent home or suspended as a result of a drug or alcohol test; periodic testing for up to 60 months after returning to work is also required.
19. Sections **10.06 and 10.07 Employee ID Cards and Unauthorized Use** – The city has a policy relating to employee ID cards. The CCEDC does not use an ID card system and has no need for such a system.
20. Section **13.01 Discipline** – Some of the city’s listed actions that may result in discipline appeared to us to be redundant. We consolidated or eliminated those we judged to be redundant. The list that is included in the recommended policies includes all of the items that we have used in other policies, and that list has been reviewed and approved by two attorneys that we paid to review the list. We also added a couple of items that were on the city’s list which we considered to be acceptable and not overly redundant.
21. Section **14.08 Calculation of Separation Pay** – This is a new provision that is not currently in either the city’s or the CCEDC’s policies. We have found that most of our clients prefer to have it spelled out in the policies how separation pay will be calculated, since there are at least a couple of ways this could be handled.
22. Section **14.10 Continuation of Group Insurance** – We did not find this in either the city’s policies or the CCEDC’s policies, but it should be included.
23. Chapter **14.00 Grievances** – The city uses an “Employee Appeal Process” that involves a committee to handle grievances. We have proposed that a grievance may be appealed through the Executive Director to a grievance committee composed of two members of the board of directors, whose decision will be final. The two grievance committee board members will be elected annually at the beginning of each fiscal year by the members of the board of directors, but will only be activated if a grievance is appealed through the Executive Director to the committee.

24. Section **17.03 Tuition Reimbursement** – We drafted this section based on the city’s current policy. However, we limited reimbursement to not more than one course per semester and to budgeted funds being available. The city’s policy referenced the possibility of an employee’s termination “for cause.” We do not recommend this term be used at all in policies that specifically state that they follow the principle of at will employment. Attorneys we have consulted in the past have told us that if there is any reference to “for cause” in your policies, it muddies the water as to the claim that you are “at will.”
25. In addition, the city has an “**on call**” policy that is not applicable to the CCEDC, so we did not include it.

There are additional changes that are mostly language changes in the way a policy is stated. And as I noted at the front of this memorandum, there were numerous instances where we condensed the city’s policies to make them more relevant and usable by the CCEDC.

I am looking forward to the opportunity to meet with all of you on the Board of Directors on Thursday, March 27, 2008, at 5:30 PM to discuss our recommendations.

Thank you so much for the opportunity to be of service to the Economic Development Corporation of the City of Copperas Cove.


Katherine B. Ray, SPHR
President

KBR:hp



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (c)

Subject: Discussion and consideration of action to approve the Staffing and Reimbursement Agreement with the City of Copperas Cove

Description/Information:

On August 16, 2016, City Council directed the City Manager to develop a transition plan and contractual agreement with the Copperas Cove Economic Development Corporation for the purposes of providing management oversight for the day to day operations and personnel management of the CCEDC.

During a Special Council meeting held September 27, 2016, Council was provided the following information:

“A separate fund will be established to account for all transactions of the Corporation. LGC doesn't allow the City to provide services for the Corporation unless the City is reimbursed for the services performed. Thus, a special pay code has been created in our time clock system that will allow all City employees completing work of an economic development nature that is authorized for a type A corporation to be directly charged to the Corporation. The department code for the EDC will be 6500 and all transactions will be paid with that department number.”

The agreement outlines the services that will be provided to the CCEDC by the City of Copperas Cove and how the CCEDC will reimburse the City for the services provided.

The City Council directs the CCEDC Board of Directors to approve this agreement.

Financial Impact:

This amount is yet to be determined; the CCEDC will be invoiced by the City of Copperas Cove monthly.

Action/Recommendation:

Staff recommends the Board approve the Staffing and Reimbursement Agreement with the City of Copperas Cove.

**STAFFING AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND THE COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION FOR THE COMPLETION OF PERSONNEL
MANAGEMENT, PROFESSIONAL, ADMINISTRATIVE, TECHNOLOGY,
FACILITY MAINTENANCE, GROUNDS MAINTENANCE AND FINANCIAL
MANAGEMENT AND OVERSIGHT SERVICES.**

THIS AGREEMENT is entered into by and between the following Parties; the City of Copperas Cove, a Home Rule City located in Copperas Cove, Texas, (the "City") and the Copperas Cove Economic Development Corporation, Texas, (the "CCEDC") a political subdivision of the State of Texas, Coryell County.

WHEREAS, On August 16, 2016, City Council directed the City Manager to develop a transition plan and contractual agreement with the Copperas Cove Economic Development Corporation for the purposes of providing management oversight for the day to day operations and personnel management of the CCEDC; and

WHEREAS, the estimated fees will be charged directly to the CCEDC based on the actual time spent on matters benefiting the CCEDC; and

WHEREAS, the CCEDC was established under the laws of Texas to promote economic development within the City of Copperas Cove and the surrounding area; and

WHEREAS, to more effectively and efficiently fulfill the CCEDC's purpose, its Board and the City Council have determined that the CCEDC's staffing needs can best be met by utilization of City employees; and

WHEREAS, the CCEDC Board of Directors and the City Council wish to enter into the agreement to memorialize the terms and conditions under which City personnel shall serve the CCEDC; and

WHEREAS, the City of Copperas Cove City Council finds the public funds of the CCEDC are best managed by the City; and

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 Purpose

The purpose of this agreement is to set out the terms and conditions by which the City of Copperas Cove shall provide personnel to serve the needs of the CCEDC.

2.0 Employee of the City

All personnel who are designated to serve the City shall at all times remain employees of the City and subject to the City's Charter, ordinances and personnel policies. The CCEDC Board shall coordinate any staff directive through the City Manager.

3.0 Personnel Assigned to the CCEDC

The following City employees shall be assigned to serve the CCEDC for all or part of their work week. Schedule A attached hereto sets out the approximate hours monthly the listed City employees shall dedicate to service to the CCEDC and the hourly rate the City shall charge the CCEDC for each employee's service. On or before the 5th day of each succeeding month the City shall invoice the CCEDC for the actual amount of hours each employee dedicated to CCEDC work the preceding month. The CCEDC shall remit payment in full within 20 days of receipt of each invoice.

4.0 Breach

The failure of the Copperas Cove Economic Development Board to comply with their obligations under the agreement shall be considered a breach of this agreement. Should such a breach occur, the City shall provide the Copperas Cove Economic Development Corporation Board with at least 30 days written notice to cure its breach.

5.0 Waiver

The waiver by either Party of a breach of this agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this agreement.

6.0 Term

This Agreement shall remain in effect until September 30, 2017 and may be renewed annually by mutual consent of the parties.

7.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Coryell County, Texas.

8.0 Notice

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Copperas Cove
Attn: City Manager
PO Drawer 1449
Copperas Cove, TX 76522

City of Copperas Cove Economic Development Corporation
Attn: CCEDC Board Chair
210 South 1st Street
Copperas Cove, TX 76522

9.0 Legal Construction

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

10.0 Entire Agreement

This agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which are not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either entity, has any authority to modify this agreement except pursuant to express authority to do so granted by the governing body.

11.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns where permitted by this agreement.

IN WITNESS WHEREOF, the City, the Copperas Cove Economic Development Corporation, have hereby entered into this agreement.

CITY:

Date:

CCEDC:

Date:



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (d)

Subject: Discussion and consideration of action to amend the CCEDC Bylaws to address financial management and reporting; meeting posting and minutes; public information policies; check signing authority; budget line item transfers; and investment policy.

Description/Information:

At the City Council Meeting held September 27, 2016, Council gave direction to amend the CCEDC Bylaws to address financial management and reporting; meeting posting and minutes; public information policies; check signing authority; budget line item transfers; and investment policy. These changes are outlined below and also indicated on the attached amended Bylaws by the use of strikeout and bold text.

Section 1.03 should be amended to read: "The Corporation shall review and upon approval by the Board submit monthly financial reporting in a format approved by the Unit. All books and records of the Corporation shall be maintained by the City's Finance Department in accordance with Section 501.073 of the Texas Local Government Code. The Unit and the Corporation acknowledge and agree that the management of the Corporation's financial records shall be administered by the Unit pursuant to the terms of the Financial Services Agreement."

Section 2.06 should be amended to read: "Regular Meetings may be held at such as shall from time to time be determined by the Board, approved by the Unit and held in accordance with the Texas Open Meetings Act. All meeting minutes of the Board shall be posted on the Corporation's and City's website upon approval by the Board. All minutes shall be prepared and maintained by the City of Copperas Cove City Secretary's Office."

Section 2.08 should be amended to read: "Meetings of the Board and requests for public information shall comply with the Texas Local Government Code Chapter 501, Section 501.072. Request for public information shall also comply with the City's Public Information Policies and Procedures and be entered and maintained in the City's Open Records System for processing and tracking purposes."

Section 2.12 should be amended to read: "The committee shall keep regular meeting minutes of their proceedings and report the same to the Board of Directors. The Committee shall file the official approved minutes with the City Secretary's Office."

Section 4.03 should be amended to read: "All checks for money of the Corporation shall be signed by electronic signature of the City Manager and Finance Director upon Board approval of expenditures. All notes of the Corporation shall be signed by such officers as the Board of Directors may from time to time designate."

Section 4.07 should be amended to read: "The Executive Director with the approval of the City Manager shall be authorized to complete line item transfers within the Budget, without increasing the total budget. These line item transfers will be completed by budget reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the Unit will be required. Any budget reallocations between funds equal to or greater than \$50,000.00 will require the approval of the Unit's governing body."

Section 4.08 should be amended to read: "Temporary and idle funds which are undesignated, may be invested in any legal manner authorized by the Public Funds Investment Act and authorized by the Corporation's approved Investment Policy. The Corporation's Investment Policy must be reviewed and approved annually by the Board of Directors."

Section 6.03 should be amended to read: "The salary of the Executive Director may not exceed \$100,000 per year without prior approval of the Unit."

City Council directs the Board to amend the Copperas Cove EDC Bylaws.

Financial Impact:

None.

Action/Recommendation:

Staff recommends the Board amend the Copperas Cove EDC Bylaws and direct staff to forward the amended Bylaws to the City Secretary for Council approval.



CORPORATE BYLAWS

Amended by CCEDC Board 2/19/2016

Approved by City Council 3/1/2016

Adopted by CCEDC Board 3/24/2016

Amended by CCEDC Board 10/18/2016

Draft

ARTICLE I POWERS AND PURPOSES

Section 1.01

In order to implement the purposes for which the Corporation was formed as set forth in the Articles of Incorporation, the Corporation shall receive, secure, and reimburse tax proceeds from the half cent sales tax for economic development and may issue obligations to finance all or part of the cost of one or more "projects" or other uses authorized by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), as amended (the "Code").

Section 1.02

The Corporation shall not issue any bonds or certificates of obligation pursuant to the Code, unless the City of Copperas Cove City Council (the "Unit") has approved said action by resolution, adopted no less than thirty (30) days prior to the date of the issuance of the bonds or certificates of obligation. The Unit shall have the authority to direct the Corporation to expend funds and issue bonds or certificates of obligation to support eligible projects pursuant to the Code.

Section

1.03

~~The Corporation shall keep correct and accurate books and records of account in the financial software system in use by the City (the Unit) and shall also provide monthly financial reporting in a format approved by the Unit. All books and records of the Corporation shall be kept at the principal office of the Corporation in accordance with Section 501.073 of the Texas Local Government Code. The Unit and the Corporation acknowledge and agree that the management of the Corporation's financial records shall be administered by the Unit pursuant to the terms of the Financial Services Agreement. The Corporation shall review and upon approval by the Board submit monthly financial reporting in a format approved by the Unit. All books and records of the Corporation shall be maintained by the City's Finance Department in accordance with Section 501.073 of the Texas Local Government Code. The Unit and the Corporation acknowledge and agree that the management of the Corporation's financial records shall be administered by the Unit pursuant to the terms of the Financial Services Agreement.~~

Section

1.04

All expenditures of the Corporation shall be completed in accordance with Texas Local Government Code chapter 501, Subchapter A, Section 501.073 and Chapter 504. The Corporation shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The audit shall be completed by an independent auditor selected by the Unit.

ARTICLE II DIRECTORS and OFFICERS

Section

2.01

The property and affairs of the Corporation shall be managed and controlled by the Board of Directors, subject to the restrictions imposed by law, the articles of incorporation and bylaws, and shall be composed in its entirety of persons appointed by the Unit. The Directors and Officers shall be appointed and serve in accordance with Texas Local Government Code Chapter 504, Subchapter B.

**Section
2.02**

Vacancies in the Board shall be filled by the appointment of successor Directors by the Unit.

**Section
2.03**

The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all powers of the Corporation.

**Section
2.04**

The Directors serve in accordance with Texas Local Government Code Chapter 504, Section 504.051. Directors shall serve a term of three (3) years, be reviewed by the Unit annually, and are eligible for re-appointment upon approval of the Unit.

**Section
2.05**

The annual meeting of the Corporation shall be held at the principal office of the Corporation to coincide with the Regular October Meeting of the Board of Directors. All other meetings may be held at the place selected within the corporate limits of the City of Copperas Cove, Texas. Every Annual, Regular, or Special Meeting of the Board of Directors shall be open to the public, except as otherwise permitted by the Constitution of the State of Texas or by the Open Meetings Act, Texas Government Code Chapter 551.

**Section
2.06**

~~Regular meetings may be held at such time as shall from time to time be determined by the Board, approved by the Unit and held in accordance with the Texas Open Meetings Act. All meeting minutes of the Board shall be posted on the Corporation's website upon approval of the minutes by the Board.~~
Regular Meetings may be held at such as shall from time to time be determined by the Board, approved by the Unit and held in accordance with the Texas Open Meetings Act. All meeting minutes of the Board shall be posted on the Corporation's and City's website upon approval by the Board. All minutes shall be prepared and maintained by the City of Copperas Cove City Secretary's Office.

**Section
2.07**

Special meetings of the Board may be called by the Chairman on three days' notice to each Director, either personally, by regular mail or by electronic mail. Special meetings may also be called by the Secretary in a like manner on the written request of two Directors.

**Section
2.08**

~~Meetings of the Board and Requests for Public Information shall comply with the Texas Local Government Code Chapter 501, Section 501.072. The Corporation will keep minutes of the proceedings of its Board of Directors (the "Board of Directors") and committees having any of the authority of the Board of Directors.~~ **Meetings of the Board and requests for public information shall comply with the Texas Local Government Code Chapter 501, Section 501.072. Request for public information shall also comply with the City's Public Information Policies and Procedures and be entered and maintained in the City's Open Records System for processing and tracking purposes.**

**Section
2.09**

At all meetings of the Board of Directors the presence of three Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. Unless otherwise provided in these Bylaws or in the Articles of Incorporation or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors. Any Director may bring to the attention of the meeting any apparent conflict of interest or potential conflict of interest of any other Director, in which case the Board of Directors shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The Director as to whom a question of interest has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.

Section 2.10

Public hearings required under Section 147(f) of the Internal Revenue Code of 1954, as amended, may be called and conducted by any officer or Director of the Corporation, and such officer or Director may establish the date, place, and time of the hearing and may give notice of the hearing.

Section 2.11

The Board of Directors may, by resolution or resolutions adopted by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of two or more of the Directors of the Corporation. Such committee or committees shall have such name or names, and such powers, as may be determined from time to time by resolution adopted by the Board of Directors.

Section 2.12

~~The committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.~~ **The committee shall keep regular meeting minutes of their proceedings and report the same to the Board of Directors. The Committee shall file the official approved minutes with the City Secretary's Office.**

Section 2.13

Directors, as such, shall receive no compensation for services rendered as Directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as Directors.

Section 2.14

Each October, at the Annual Meeting of the Board, the Directors shall organize, appointing a Chairman, Vice Chairman and Secretary.

Section 2.15

The Chairman shall preside at all meetings of the Board of Directors and shall be an ex officio member of all standing committees, shall have a general supervision of the management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Once reviewed and approved by the Unit, the Chairman may execute bonds, mortgages, and other contracts requiring a seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 2.16

The Vice-Chairman, in the absence or disability of the Chairman, performs the duties and exercises the powers of the Chairman and shall perform such other duties as the Board of Directors shall prescribe.

Section 2.17

The Secretary shall attend all sessions of the Board of Directors and cause to be recorded accurate minutes of the proceedings in compliance with all statutes and ordinances governing the EDC as well as the bylaws and resolutions of the City Council. He shall give, or cause to be given, notice of all special meetings of the Board of Directors and shall perform other such duties as may be prescribed by the Board of Directors or the Chairman, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be required as to instruments executed in the course of ordinary business he shall attest to the signature of the Chairman and shall affix the seal hereto.

Section 2.18

Any officer may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 2.19

The Board of Directors may require the serving officers to give the Corporation bond in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of their office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 2.20

All members of the Board of Directors shall be required to attend the Basic Economic Development Course (BEDC) at an acceptable institution of higher learning within twelve months of the initial appointment date to the Board of Directors. An acceptable alternative course that would meet the BEDC's curriculum requirements may be substituted with approval in advance by a majority vote of the other Board of Directors. If because of scheduling requirements or no course vacancies are available, one six-month extension period to the requisite may be granted by a majority vote of the Board of Directors. Otherwise, if this prerequisite is not met with the prescribed time frame, the Board of Directors shall, within thirty

days of the end of the prescribed period, recommend to the Unit that the non-complying Board member's position be declared vacant by the Board of Directors within thirty days of the end of the prescribed period. In addition, within 90 days of taking the oath of office, the Board Member shall complete the courses of training of not less than one and not more than two hours regarding the responsibilities of the government body IAW Chapter 551 of the Open Meeting Act and Chapter 552 of the Public Information Act. These courses may be completed on the current State of Texas Web sites.

Section 2.21

Regular attendance at the Board of Directors' meeting is required of all Directors. Should any Director miss three consecutive meetings without being excused by the remaining Directors or attendance reflecting unexcused absences constituting fifty percent (50%) of the regularly scheduled meetings over any twelve month period, they may be removed from the Board. In the event replacement is indicated, Director will be counseled by the Chairman and, subsequently, the Chairman shall submit, in writing, to the City Secretary, a statement informing the Unit of the need to replace the Director in question. The office shall be declared vacant and filled in accordance with these Bylaws.

Section 2.21

The City Manager or designee or the Unit designee may attend all meetings of the Board of Directors, including executive, private or public. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring the flow of information occurs to assist project movement.

ARTICLE III NOTICES

Section 3.01

Whenever under the provisions of the statutes or these Bylaws, notice is required to be given to any Director, it shall not be construed to mean personal notice, but such notice may be given in writing, by regular mail or electronic mail addressed to such Director at such address as appears on the books of the Corporation and such notice shall be deemed to be given at the time when the same shall be thus mailed.

Section 3.02

Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IV FISCAL PROVISIONS

Section 4.01

No dividends shall ever be paid by the Corporation and no part of its net earning remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation, or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, and other obligations of the Corporation, then any net earnings, of the Corporation thereafter accruing shall be paid to the City of Copperas Cove, Texas.

Section 4.02

The Board of Directors shall have prepared for each annual meeting a full and clear statement of the business and condition of the Corporation. The Corporation will be audited annually. The audit shall be presented to the Unit for review. Once a month the Corporation shall submit to the Unit a Monthly Report containing unaudited financial status and other significant activities of the Corporation.

Section 4.03

~~All checks or demands for money and notes of the Corporation shall be signed by such officers as the Board of Directors may from time to time designate, provided that in no event shall a check be negotiable until it is signed by at least two officers.~~ **All checks for money of the Corporation shall be signed by electronic signature of the City Manager and Finance Director upon Board approval of expenditures. All notes of the Corporation shall be signed by such officers as the Board of Directors may from time to time designate.**

Fiscal Year

Section 4.04

The fiscal year shall be from October 1 to September 30 each year.

Section 4.05

The Executive Director shall prepare each year a Corporation itemized budget to cover the proposed expenditures of the Corporation for the succeeding year. The proposed budget shall be submitted to the Board the 90th day prior to the Board adoption of the budget. The Board shall submit the proposed itemized budget to the Unit's City Secretary, for record and placement on the Council agenda, before the 60th day the Unit's Governing Body is scheduled to approve the Corporation's budget. The itemized budget shall provide as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes made for the preceding year. The budget must show as definitely as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each project. The budget must contain a complete financial statement of the Corporation that shows (1) the outstanding obligations of the Corporation; (2) the cash on hand to the credit of each fund; (3) the funds received from all sources during the preceding year; (4) the funds available from all sources during the ensuing year; and (5) the estimated revenue available to cover the proposed budget. A public hearing shall be held by the governing body.

The governing body shall set the public hearing date after the 15th day after the date the Board files the proposed budget with the City Secretary. The Corporation shall provide notice of the date, time and location of the hearing and the approval date by the Unit's governing body on the Corporation's website.

**Fiscal Policy for Maintaining Adequate Level of Reserves in
Corporation's Operating Fund and Other Funds**

Section 4.06

The Corporation shall maintain unencumbered cash reserves equivalent to three (3) months expenditures for the Operating Fund. This twenty-five (25) percent designated reserve shall be based on the approved Operating Fund Budget for that year. Any long-term debt shall have at least a three (3) month reserve or whatever is required by bond ordinance or instrument (once reviewed and approved by the Unit). Unencumbered cash reserves in excess of the recommended amounts may be moved to the Capital Projects Fund upon approval by the Board of Directors. The Capital Projects Funds may be used in a manner prescribed by the Board of Directors for a major capital outlay, capital improvement, land acquisition, or other items allowed by Texas Law. Disbursement from the Capital Project Fund shall be by budget appropriation. Upon approval by the Unit funds may also be transferred from the Capital Project Fund to the Operating Fund Reserve when the level of reserve falls below minimum levels with approval of the Board of Directors.

Section 4.07

~~The Executive Director shall be authorized to complete line item transfers within the Budget, without increasing the total Budget. These line item transfers will be completed by Budget Reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the Budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the Unit will be required. Any budget reallocations between funds equal to or greater than \$50,000.00 will require the approval of the Unit's governing body.~~

The Executive Director with the approval of the City Manager shall be authorized to complete line item transfers within the Budget, without increasing the total budget. These line item transfers will be completed by budget reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the Unit will be required. Any budget reallocations between funds equal to or greater than \$50,000.00 will require the approval of the Unit's governing body.

Section 4.08

~~Temporary and idle funds which are not needed for immediate obligations of the Corporation may be invested in any legal manner provided by the Public Funds Investment Act and authorized by the approved Copperas Cove Economic Development Corporation Investment Policy.~~ **Temporary and idle funds which are undesignated, may be invested in any legal manner authorized by the Public Funds Investment Act and authorized by the Corporation's approved Investment Policy. The Corporation's Investment Policy must be reviewed and approved annually by the Board of Directors.**

ARTICLE V OFFICES

Section 5.01

The principal office of the Copperas Cove Economic Development Corporation (the "Corporation") shall be at 210 South First Street, Copperas Cove, TX, 76522.

ARTICLE VI

Section 6.01

These Bylaws are not in force until approved by the Unit.

Section 6.02

These Bylaws may not be altered, changed, or amended in any manner without review and approval by the Unit. Amendments must be completed in accordance with the Texas Local Government Code Section 501.064(c)(2) and shall be reviewed by the Board at a minimum of every two (2) years.

Section 6.03

Executive Director

~~The salary of the Executive Director may not exceed \$100,000 per year without prior approval of the Unit and the auto allowance provided to the Executive Director may not exceed \$500 per month without the approval of the Unit.~~ **The salary of the Executive Director may not exceed \$100,000 per year without prior approval of the Unit**

APPROVED BY THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
on _____, 2016 at which meeting a quorum was present and voting.

Chairman

ATTEST:

Secretary

APPROVED BY THE UNIT ON THIS _____, 2016 at a meeting held in compliance with the Open Meetings Act (Texas Government Code, Article 551.001 et seq), at which meeting a quorum was present and voting.

Frank Seffrood, Mayor
City of Copperas Cove

ATTEST:

Mariela Alcott, City Secretary

APPROVED AS TO FORM:

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



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (e)

Subject: Discussion and consideration of action to change the way CCEDC funds are managed and invested by discontinuing the use of Repurchase Agreements (Sweep Accounts) and moving funds to be invested into a Local Government Investment Pool (TexPool or similar).

Description/Information:

On September 27, 2016, the City Council gave direction to the CCEDC Board regarding changes to the way CCEDC funds are managed and invested.

During that Council meeting, the following information was provided to the City Council:

Bank account services - staff recommends no longer using the sweep account approach and transition the EDC funds for longer investments to other long term investment tools. The City of Copperas Cove Director of Finance, Velia Key will be at the meeting to discuss moving funds to be invested into a Local Government Investment Pool (TexPool or similar.)

External Financial Services - provided the CCEDC continues to use an accounting firm besides the firm the City contracts with for completion of the annual audit, City staff recommends saving the funds for such services and cancel any agreement that may exist.

CCEDC Staff Note: No agreements for external financial services currently exist.

Cash Flow Analysis - When the City issues debt and receives large sums of money that may not be spent immediately, the City employee responsible for the purchase of the item or for project oversight must complete a cash flow analysis for the Investment Committee to

determine the length of long term investments. City staff recommends the EDC staff be required to complete the same process.

Bank Depository Contract - An issue exists with the current contract. One is the contract was not properly renewed, which leaves the question on whether the CCEDC could cancel the contract. City staff prefers to utilize one bank depository for all funds. The City's bank depository contract could be amended to include the EDC funds. The Council may also want to consider having the EDC Board notify Extraco immediately of its intent to longer renew the existing contract set to expire in August 2017 and then move EDC funds to City's bank depository in September 2017.

Council provided direction to the CCEDC Board that they maintain the current bank depository through August 2017 and merge with the City under their bank depository contract in September 2017.

Financial Impact:

None.

Action/Recommendation:

Staff recommends the Board approve moving investment funds into a Local Government Investment Pool; to require staff to complete a cash flow analysis when receiving large sums of money and to continue to maintain the Bank Depository Contract with Extraco through August 2017.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (f)

Subject: Discussion and consideration of action to cancel computer backup service with Centex Technologies.

Description/Information:

On September 27, 2016, the City Council gave direction to the CCEDC Board regarding computer backup services. Currently, Centex Technologies provides this service through "Remote Data Backups," a Hewlett Packard product. Currently, only data from two computers (Office Administrator and Director of Business Development) are being backed up; this includes almost all files on the Office Administrator's computer (especially those related to financial as well as corporation legal documents and information) and selected files on the Director of Business Development computer (primarily, maps, graphics and pictures that have been collected over time as well as key corporation information related to prospects and projects). The monthly cost for this service is \$275.00.

The background information provided to Council reads as follows: "City staff requests the data backup services be canceled and allow the IS Department of the City to back up the EDC data on a City server. Cancellation of services would result in a cost savings to the EDC."

The City's IS department performed a backup of all data on all CCEDC computers on or about September 8, 2016 and, according to the agenda item information provided to Council on September 27, 2016, they will perform another to capture any data that was stored between September 6, 2016 and October 1, 2016.

Financial Impact:

To be determined

Action/Recommendation:

Staff recommends the Board cancel computer backup services through Centex Technologies and allow the City IS Department to provide this service.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (g)

Subject: Discussion and consideration of action to cancel internet service, currently provided by Time Warner Cable

Description/Information:

On September 27, 2016, the City Council gave direction to the CCEDC Board regarding internet service.

The background information provided to Council reads as follows:
“Internet Services - the City currently provides internet services to over 200 employees and that service can be extended to the EDC, thus providing the opportunity for additional cost savings. Thus, staff recommends the EDC cancel the service.”

Currently, the CCEDC has a service agreement with Time Warner Business Class to provide Internet services for 60 months (five years) beginning January 21, 2014. That Service Agreement (including Terms and Conditions) is attached.

Financial Impact:

To be determined

Action/Recommendation:

Staff recommends the Board cancel Internet service with Time Warner Cable and allow the City to provide this service.



Service Agreement

This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Texas LLC d/b/a Time Warner Cable

Street: 309 N. College St
 City: Killeen
 State: TX
 Zip Code: 76541
 Contact: Aaron Howe
 Telephone: (254) 761-3944 ext:
 Facsimile: (254) 200-3448

Customer Information

Customer Name (Exact Legal Name): CCEDC			Federal ID No: ****2112	
Billing Address: 210 S 1ST ST	Suite:	City: COPPERAS COVE	State: TX	Zip Code: 76522
Billing Contact Name: Polo Enriquez	Phone: (254) 547-7874		E-mail: polo.enriquez@copperascove-edc.com	
Authorized Contact Name: Polo Enriquez	Phone: (254) 547-7874		E-mail: polo.enriquez@copperascove-edc.com	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Texas LLC d/b/a Time Warner Cable	Authorized Signature for Customer
By:	By: <i>Polo Enriquez</i>
Name (printed):	Name (printed): Polo ENRIQUEZ
Title:	Title: Executive Director
Date:	Date: 01/21/2014

Aaron Howe
 eSigned 2014-01-21 11:42AM CST
 aaron.howe@twcable.com
 Time Warner Cable
 Account Executive

Signature:

Email: polo.enriquez@copperascove-edc.com

Title:

Company:



Aaron Howe

eSigned 2014-01-21 11:42AM CST

aaron.howe@twcable.com

Time Warner Cable

Account Executive

Business Class

Account Executive: Aaron Howe
 Phone: (254) 761-3944 ext:
 Cell Phone: +1 2544660665
 Fax: (254) 200-3448
 Email: aaron.howe@twcable.com

Business Class Customer Service Order

Order # 3769187

Business Name	CCEDC	Customer Type:	Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #	
*****2112			
Billing Address		Account Number	
210 S 1ST ST COPPERAS COVE TX 76522		8260160880377692	
Billing Contact	Billing Contact Phone	Billing Contact Email Address	
Polo Enriquez	(254) 547-7874	polo.enriquez@copperascove-edc.com	
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address	
Polo Enriquez	(254) 547-7874	polo.enriquez@copperascove-edc.com	
Technical Contact	Technical Contact Phone	Technical Contact Email Address	

Internet and Video Order Information For 210 S 1ST ST COPPERAS COVE TX 76522	
Service Type	Customer Requested Due Date
High Speed Internet (HSD)	
IPs (Internet Addresses)	

New and Revised Services and Monthly Charges At 210 S 1ST ST , COPPERAS COVE TX 76522				
Product	Quantity	Sales Price	Monthly Charge	Term
1 STATIC IP	1	\$10.00	\$10.00	60 Months
HSD - 10X1.0	1	\$94.95	\$94.95	60 Months
*Total			\$104.95	

One Time fees At 210 S 1ST ST , COPPERAS COVE TX 76522			
Description	Quantity	Sales Price	Total
One-Time Installation Charge	1	\$150.00	\$150.00
Total			\$150.00

*Prices do not include taxes and fees.



Aaron Howe
 eSigned 2014-01-21 11:42AM CST
 aaron.howe@twcable.com
 Time Warner Cable
 Account Executive

Business Class

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Printed Name and Title

Date Signed

Polo Enriquez

Authorized Signature for Customer

Polo ENRIQUEZ

Printed Name and Title

01/21/2014

Date Signed



Signature: Aaron Howe
Aaron Howe (Jan 21, 2014)

Email: aaron.howe@twcable.com

Title: Account Executive

Company: Time Warner Cable

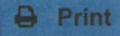
Aaron Howe

eSigned 2014-01-21 11:42AM CST

aaron.howe@twcable.com

Time Warner Cable

Account Executive



LEGAL

TIME WARNER CABLE BUSINESS CLASS

Terms and Conditions

 [Download Agreement](#)

TIME WARNER CABLE BUSINESS CLASS Terms and Conditions

1.0 AGREEMENT

These Time Warner Cable Business Class Terms and Conditions (“Terms and Conditions”), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, (“Service Agreement”) and constitute the “Master Agreement” by and between Customer and TWC (collectively, the “Parties” or each individually a “Party”) for the services specified on Service Orders (“Services”). The attachments to these Terms and Conditions (“Attachments”) further describe TWC’s services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. “TWC” means the Time Warner Cable Enterprises LLC-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC’s discretion, utilize one or more of its affiliates or third parties to deliver the Services (“Third Party Services”). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC’s reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work

order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "Service Order" hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an "End User"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any End User's facilities. Customer shall permit TWC reasonable access to the Customer's and any End User's facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, construction, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation, construction, and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by an End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC its standard installation fee for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

4.0 SUPPORT & MAINTENANCE

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other

items (collectively, "TWC Equipment"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

5.3 Customer shall not use, or allow the Services to be used, in a manner that would cause, or be likely to cause, TWC to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and TWC agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.

6.0 TERM

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the "Effective Date") or (b) TWC's commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The term for the applicable Service shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Order, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include installation, construction, and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC's attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to

which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. Customer hereby consents that TWC may disclose such written documentation, which may include a tax exemption form, to any governmental authority. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable Enterprises LLC, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are

identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, nonexclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the applicable Order Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION

11.1 Either Party may terminate the Master Agreement or a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "Bankruptcy Event"); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration,

and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Order Term or the then-current Renewal Order Term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation or construction fee.

11.4 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 - 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY

TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer

proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twc.com/legal (the "Subscriber Privacy Policy"). In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS

17.1 In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or

any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Order are inconsistent with the terms of the Master Agreement (excluding the terms of any such Service Order), the terms of the Master Agreement (excluding the terms of any such Service Order) then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 ARBITRATION

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST,

PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and

obligations under the Master Agreement, in whole or in part, including, without limitation, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWC.COM

Customer agrees that its use of the Time Warner Cable site shall comply with the Site Terms of Use and Site Privacy Policy available at <http://www.timewarnercable.com/legal/privacy-policy.html>

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Enterprises LLC, 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

Business Class Cable TV Service ("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide basic and standard cable services. Music Choice® shall be considered a part of the Cable TV Service. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers

located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

- In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC shall provide such TWC Equipment and Customer shall pay for such TWC Equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.
- Customer shall take all necessary precautions to ensure that the Cable TV Service is received only by authorized parties, and that no part of the Cable TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Without limiting the generality of the foregoing, Customer understands and agrees that the Cable TV Service is provided solely for use by Customer at the Customer's premises. Customer may not resell the Cable TV Service, or any portion thereof, redistribute the Cable TV Service, or any portion thereof, whether or not Customer receives compensation for such redistribution, or otherwise connect or provide access to the Cable TV Service, or any portion thereof, to any other person or entity.
- Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
- Customer shall permit TWC to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service.
- In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of TWC.
- Customer acknowledges that certain uses by Customer of music contained in programming on TWC video services may constitute "public performances" of such music and may subject Customer to additional licensing requests from ASCAP, BMI and/or SESAC ("PROs"). TWC is not responsible for any fees due to PROs on account of public performances by Customer of music contained in TWC video service. Music Choice® service is licensed to Customer for commercial use, but may not be used in any dance hall, discotheque, skating rink, arena or other similar establishment or any establishment where an entry fee is charged.
- The monthly Service Charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in the Master Agreement, the monthly Service Charges for the Cable TV Service are

subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service, Business Class SIP Trunk Service and Business Class PRI Service (collectively, "Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Customer shall also have the option of selecting to receive Business Class Phone Service as part of the Teleworker Service (as defined in Attachment C of these Terms and Conditions) to provide telephone service to up to two (2) phone lines per End User of Customer, at the End User residential location of the End Users set forth on a Service Order. If Customer selects to receive Business Class Phone Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the Business Class Phone Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Business Class SIP Trunks Service: If Customer selects to receive the Business Class SIP Trunks Service, Customer will receive voice and call processing services via one or more concurrent calls using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

As a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer will receive:

Alternate Routing: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer may select to receive the following Business Class SIP Trunk Service option or Business

Class PRI Service option:

Trunk Overflow: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that TWC makes available to call recipients for Caller ID purposes.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the Integrated Access Device ("IAD") used to provide the Business Class PRI Service or Business Class SIP Trunk Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances. Customer shall specifically advise every end user of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by TWC) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Voice Service. The location and address associated with the Voice Service will be the address identified on the Service Order (the "Master Address").

Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the

Master Address.

Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes include the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that TWC makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer premises equipment solution that ensures that 911 and other emergency calls placed by an End User are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state law, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy-two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation

appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Subscriber Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose Calling Details and CPNI when required by applicable law. TWC may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using Calling Details or CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may

provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail (including CPNI) that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at <http://business.twc.com>.

If a Business Class PRI Service or Business Class SIP Trunk Service customer elects to receive the Trunk Overflow or Alternative Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the TWC customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

Customer agrees to comply and ensure any End Users comply with TWC's Voice Services Policy, available at <http://www.timewarnercable.com/legal/privacy-policy.html>, which is incorporated into, and made a part of, the Terms and Conditions by this reference.

*** For those customers that purchased the Business Class PRI Service prior to April 1, 2013, Trunk Overflow and Alternative Routing may be available on an individual case basis, as determined by TWC. Please contact your TWC sales representative for further information.*

Attachment C

Business Internet Access, Dedicated Internet Access, and Burstable Dedicated Internet

Access (collectively, "Data Services")

Business Internet Access ("BIA Service"): BIA is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. By taking advantage of DOCSIS Class of Service ("CoS") capabilities, BIA data traffic can be prioritized over residential Internet traffic, but CoS cannot be guaranteed beyond the TWC network (i.e., across other internet service provider backbones). BIA enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the BIA Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer shall also have the option of selecting to receive the BIA Service as part of the Teleworker Service (as defined below) to provide internet connectivity at the residential location of the limited number of End Users of Customer set forth on a Service Order. If Customer selects to receive the BIA Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the BIA Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

The "Teleworker Service" provides Internet connectivity to a Customer's employee's computer(s) located at the employee's residential location (each a "RC") via a cable modem installed by TWC in the employee's RC. Customer shall identify on a Service Order each Customer employee on whose behalf Customer is ordering the Teleworker Service. Each RC connection may be used by one Customer employee solely for Customer's internal business purposes.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Burstable Dedicated Internet Access ("Burstable DIA Service"): If Customer selects to receive the Burstable DIA Service, TWC shall provide Customer with a dedicated, burstable, scalable connection over a packet-based infrastructure, with a committed minimum speed ("Committed Information Rate" or "CIR") and the ability to burst to maximum available physical port speed, between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

- TWC's provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on

the TWC network.

- Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.
- TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.
- Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D

Business Class Data Transport Services: Ethernet Solutions ("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

- TWC's provision of Ethernet Services is subject to availability.

- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E**

Access to Business Class Cloud Services – Hosted Exchange and SharePoint ("Cloud

Services”)

Cloud Services: The Cloud Services include messaging ("Hosted Exchange") and collaboration ("SharePoint 2010") services offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange service only or both the Hosted Exchange and SharePoint 2010 services. Customer cannot receive the SharePoint 2010 service only. Customer's access to and use of the Cloud Services shall be managed through the TWC Cloud Services portal (the "Cloud Services Portal").

1. Prerequisite. In order to receive the Cloud Services, Customer must (a) be an existing customer of a Data Service (as defined in Attachment C) or (b) purchase the Cloud Services in conjunction with Customer's purchase of a Data Service. If a Customer's Data Services are cancelled or terminated for any reason, Customer's Cloud Services shall terminate immediately without notice from or liability to TWC.
2. Term. The Cloud Services are available for purchase on a fixed term basis of 1 year or greater and on a month-to-month basis. Customer's selected Order Term will be designated on the applicable Service Order.
3. SharePoint 2010 Generally. SharePoint 2010 is a platform that allows customers to share information and collaborate efficiently through team workspaces, document storage and content management. SharePoint 2010 enables users to locate information quickly and efficiently and work with others more productively.
4. Hosted Exchange Generally. Subject to the minimum commitment in Section 6 below, the Hosted Exchange service can include one or more of the following types of mailboxes, as well as BlackBerry Access, only as designated on a Service Order or as added by Customer through the Cloud Services Portal: Premium Mailboxes, Standard Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Standard Mailboxes	Basic Mailboxes	Resource Mailboxes*
Mailbox Storage	25GB	25GB	2GB	2GB
Calendar Free/Busy Service	Included	Included	Only via OWA	Included
Global Address Book Access	Included	Included	Only via OWA	Listed as a resource
Outlook Web Access (OWA) POP/IMAP	Included	Included	Included	Included
Disclaimer Text	Included	Included	Not Included	Not Included
Shared Calendar and Contacts	Included	Included	Not Included	Not Included
Outlook Desktop Client	Included	Not Included	Not Included	Not Included
Mobility via ActiveSync	Included	Included	Not Included	Not Included
Mobility for BlackBerry	Optional	Optional	Not Included	Not Included

*A Resource Mailbox is a mailbox that represents conference rooms and company equipment.

Resource mailboxes can be included as resources in meeting requests, providing a way to manage the scheduling of resources for an organization.

5. **Additional Services.** The Hosted Exchange service includes Advanced Anti-Virus/Anti-Spam. For an additional charge, Customers also can elect to receive Archiving and/or Encryption services as part of their Hosted Exchange service. Archiving and/or Encryption fees will not begin to accrue per each mailbox until the applicable mailbox becomes active.
6. **Minimum Commitments and Volume Discounts for Hosted Exchange.** Notwithstanding anything to the contrary, Customer is subject to the following minimum commitments with respect to the Hosted Exchange services:
 - a. Customer agrees to purchase a minimum of 3 Premium Mailboxes, or 3 Standard Mailboxes or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a month-to-month basis, during the Order Term, Customer is required to purchase and pay for a minimum of 3 Premium Mailboxes, 3 Standard Mailboxes, or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a fixed term of 1 year or greater, during the Order Term, Customer is required to pay for the minimum charges set forth in Customer's initial Service Order regardless of whether Customer uses any or all such mailboxes.
 - b. Volume discounts are available for Cloud Services purchased on a fixed term basis of 1 year or greater. The initial volume discount tier for Customer's Cloud Services is determined by the total number of mailboxes sold to Customer at the time of the initial Service Order for the Hosted Exchange service. Any mailboxes added by Customer via the Cloud Services Portal will be provided at the same volume discount tier as those mailboxes set forth in the initial Service Order. Volume discounts are not available for Cloud Services purchased on a month-to-month basis.
 - c. The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange service, regardless of whether Customer actually uses and/or decommissions such mailboxes.
7. **Customer Administrator.** At the time of placement of the initial Service Order for the Cloud Services, Customer is required to designate a "Customer Administrator" and provide TWC with an email address for the Customer Administrator. The email address provided must use a domain name that is different than the Customer domain(s) used for the Hosted Exchange service. This email address will be used by TWC for purposes of communicating with Customer, including delivery of initial welcome credentials and account information. The Customer Administrator will be provided a user name, password and URL for access to and use of the Cloud Services Portal. The Customer Administrator will have the authority to make changes to Customer's Cloud Services account including cancellation of and/or adding or deleting mailboxes to the Cloud Services to the extent permitted by the Terms and Conditions. The Customer Administrator may also appoint a secondary administrator with the authority to make such changes.
8. **Information.** Customer acknowledges that it is Customer's and it's End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Services (e.g. Customer Administrator name and email contact and payment information) is true, accurate

and up-to-date. Customer shall keep TWC informed of any changes in any such information.

9. **Service Activation.** In order for an End User to use the Cloud Services, the Customer Administrator must first activate and assign a mailbox to the applicable End User, including setting the End User profile and configuring appropriate services for each End User account. Upon service activation, End Users will have the option of migrating their existing email accounts to Customer's Cloud Services domain(s). Customer Administrator and End Users may migrate their existing email accounts by using the documentation and, if applicable, the migration tool (Migration Wizard) provided by TWC. Customer's and its End User's use of the migration tool is conditioned upon Customer's representation that Customer has the right to provide TWC and its third party providers with (a) access to the applicable email mailboxes and the content thereof, and (b) the right to capture and transfer all materials included as part of such email mailboxes.

10. **Customer Care Support.**

a. **Service Activation Support.** TWC offers phone, email and remote support to assist with Customer's service activation efforts as part of the Cloud Services. The TWC care team is available to assist Customer Administrator and End Users as follows:

- Setting up customer accounts.
- Configuring Cloud Services on behalf of Customer.
- Logging on to the End User's PC and installing Outlook client on the End User's behalf.
- Receiving Customer and End User credentials and configuring the automatic email migration tool to migrate emails from their previous email domain to the TWCBC email domain.
- Setting up Customer Outlook profiles, permitted user lists and blocked user lists.
- Helping Customer perform updates and changes on the Cloud Services Portal on behalf of Customer.
- Helping with general questions on transitioning email services into Cloud Services.

b. **Service Purchase Support.** Upon the request and permission of Customer or Customer Administrator, TWC representatives may log on to the Cloud Services Portal and order additional Cloud Services on behalf of Customer.

c. **General Support.** Customers shall contact TWC to request general support for the Cloud Services and agree not to contact TWC's third party providers for such support. When providing remote assistance, with permission from Customer, Customer's Administrators or End Users, TWC representatives may install, configure and test software related to Customer's Cloud Services. Customer must use the TWC provided remote desktop management software in order to receive remote assistance with service activations and other TWC support services.

- OBO (On-Behalf-Of) --- Customer acknowledges that in order for TWC to perform certain support and/or care functions (including the service activation support described above), authorized TWC staff members may utilize a proxy feature called On-Behalf-Of

("OBO"). OBO enables the TWC staff member to log into Customer's Cloud Services Portal control panel in order to perform functionality that Customer has access to, all without the need of requesting Customer to provide a username or password. Any access or transactions conducted via this OBO feature are automatically logged for security purposes. Customer hereby consents to TWC's use of OBO to perform support and care functions in connection with Customer's Cloud Services.

11. Access and Audit Rights. As a Cloud Services provider, TWC is required to access, test and audit Cloud Services system information for limited purposes. Customer acknowledges and agrees that the Cloud Services (and Customer data contained therein) may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks, to monitor Customer's use of the Cloud Services to ensure compliance with license and usage limitations, to respond to technical problems and/or queries related to the Cloud Services, and to test and ensure the proper working of the Cloud Services. In addition, Customer acknowledges and agrees that TWC may disclose Customer's location and usage information to TWC's third party Cloud Service providers, solely as required by such providers. If Customer or an End User requests TWC or its third party service providers to debug or repair an account or to access individual emails, Customer hereby grants permission for, and represents and warrants that it has all necessary consents and authority to allow TWC (and its necessary third party service providers) to perform such work, access such emails and modify the data stored therein to the extent reasonably necessary to resolve the problem. Customer understands that in some cases, this may involve TWC or its third party service providers viewing, in human-understandable form, the contents of the data and may result in damage to such contents.

12. Additional Terms of Use. In addition, Customer and its End Users:

- a. shall not use the Cloud Services in violation of any applicable law or in a manner that knowingly facilitates or furthers the violation of any applicable law;
- b. shall not use the Cloud Services to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, including unsolicited bulk messages or unsolicited commercial messages; (ii) upload, download, export, import, send, store or otherwise make available, any material (including any message or series of messages) that are infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material harmful to children, obscene or indecent, that constitutes hate speech, is otherwise offensive or objectionable or that violates any third party's privacy rights; (iii) upload, download, export or import, send, store or otherwise make available, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity, function or performance of the Cloud Services, TWC's or a third party service provider's networks or computer systems, or data contained therein; (v) gain or attempt to gain unpermitted access by any means to any TWC or third party service provider's computer system, network or database; or (vi) cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- c. shall use the Cloud Services solely for processing their own data, and shall not use or require any third party to use any data obtained via the Cloud Services for any unlawful purpose;
- d. shall use commercially reasonable efforts to prevent unauthorized access to the Cloud

Services and shall notify TWC promptly of any such unauthorized access;

- e. shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party as a part of a service bureau arrangement or otherwise; or (ii) use the Cloud Services other than as provided herein or in a way that is intended to harm TWC, its third party service providers and its and their affiliates, partners, vendors or customers;
 - f. shall not attempt to use or access the email migration services provided by TWC using any software or service other than the migration tool provided by TWC;
 - g. shall not attempt to use or access the Cloud Services account of another person without authorization from the account holder;
 - h. shall not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Services;
 - i. shall not knowingly damage, disable, overburden or impair the Cloud Services or otherwise knowingly interfere with anyone's use and enjoyment of the Cloud Services;
 - j. shall not (i) make copies of the Cloud Services or (ii) attempt to reverse-engineer, or otherwise discover or recreate any part of the Cloud Services (including any code, technology or methodology used in connection with the Cloud Services);
 - k. shall not use the Cloud Services (i) to migrate any data or materials that TWC or its third party providers otherwise state as being prohibited, from the Cloud Services; or (ii) other than for their intended purposes;
 - l. shall not use the Cloud Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person or otherwise in any application or situation where the failure of the Cloud Services could lead to death, serious personal injury of a person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to, the operation of nuclear or chemical facilities, navigation or communication systems for aircraft or other modes of human mass transportation, life support systems, implantable medical equipment, motor vehicles or weapons systems environments. TWC and its third party providers disclaim any express or implied warranty of fitness for such high risk activities;
 - m. shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services; and
 - n. shall only run one instance of Microsoft Outlook on a single device for each Premium Mailbox ordered pursuant to the Cloud Services.
13. Taxation. For purposes of applying state and local sales and use tax to the sales of Cloud Services provided hereunder, TWC assumes that Customer will use the Cloud Services at the location of the Customer Administrator, and as such, will apply the state and local sales attributable to such location. If Customer has or will have End Users in areas outside of the location of the Customer Administrator, it is the responsibility of Customer to inform TWC by accurately listing the locations of its End Users in Customer's global address book.
14. Termination/Suspension/Cancellation of Cloud Services.

- a. Customer understands and agrees that Customer's access to the Cloud Services may be terminated or suspended if, at any time, continued provision of the Cloud Services would compromise the security of the Cloud Services due to misuse of the Cloud Services, hacking attempts, denial of the service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains or systems.
 - b. Customer understands and agrees that Customer's access to the Cloud Services may be interrupted at any time to perform emergency maintenance or repair services on the Cloud Services.
 - c. In the event of any failure by Customer to comply with the terms and conditions of this Attachment E, TWC or its third party service provider will have the right in its sole discretion, to immediately suspend access to the Cloud Services or terminate the Cloud Services, in TWC's sole discretion.
 - d. Upon termination or cancellation of the Cloud Services for any reason whatsoever, TWC and/or its third party providers may reverse any configurations made to their systems and/or any DNS/name servers under their control that were implemented in order to provide the Cloud Services. It shall be Customer's responsibility to ensure that the requisite changes are made to any DNS/name servers not under TWC's or its third party providers' control and to inform Customer's ISP of the need to reroute inbound email.
 - e. Upon cancellation or termination of Cloud Services (including any archiving services), Customer acknowledges and agrees that Customer and any Customer Administrator will no longer have access to the Cloud Services Portal and End Users will no longer have the ability to send and receive emails. Customer shall be responsible for downloading and extracting all Customer data prior to any cancellation or termination request by Customer. Each cancellation request shall include the account to be terminated and shall be effective upon receipt.
15. Purchasing Additional Cloud Services. Once Customer has executed an initial Service Order with TWC for the Cloud Services, Customer may purchase additional Cloud Services through the Cloud Services Portal.

** For those customers that purchased Cloud Services prior to September 10, 2012, those Cloud Services are governed by the terms and conditions (including the applicable Attachment) that were in effect at the date of purchase. Upon request, TWC will provide Customer a copy of such terms and conditions.

Attachment F

Intentionally Omitted

Attachment G

Multi-Channel Video Service (HD Video for Hospitality, HD Video for Healthcare, HD Video Pro)

Multi-Channel Video Service: TWC shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's location(s) identified in a Service Order ("Property"), which programming shall be subject to change at TWC's discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime/TMC, Cinemax, or STARZ (collectively, "Premium Services").

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

TWC owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("Systems"), except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments

and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.

3. Customer shall permit TWC reasonable access to Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
5. Customer, at its sole expense, shall furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing.
6. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.
7. Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.
8. The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
9. Notwithstanding anything to the contrary in the Master Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
10. In the event that Customer closes for renovation a Property which is receiving the Multi-Channel Video Service, TWC will allow Customer to put the Multi-Channel Video Service account for such Property in a suspend mode and billing will be suspended until such time as the Property is reopened for business. If any such suspension occurs during the Initial Order Term for the Multi-Channel Video Service, such Initial Order Term shall be extended for the period of time that the account was in suspend mode. Customer shall notify TWC thirty days in advance of any billing

suspension and/or resumption as permitted herein. If billing is not resumed for any suspended Multi-Channel Video Service account within one year of the initial suspension thereof, the termination charge described in Section 11.3 of the Master Agreement shall apply.

Customer's use of the Set back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

- A. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.
- B. Notwithstanding Section 1 above, the SBB Offering includes certain video-on-demand programming.
- C. Notwithstanding Section 4 above, TWC shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- D. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with TWC's and Customer's brands), then Customer shall provide TWC a copy of Customer's logo in accordance with TWC's technical specifications and hereby grants TWC a right and license to use such logo for purposes of such co-branding.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (h)

Subject: Discussion and consideration of action to hire Denton Navarro Rocha Bernal Hyde & Zech, P.C. to provide legal services for the CCEDC.

Description/Information:

On September 27, 2016, the City Council gave direction to the CCEDC Board regarding legal services. Robert Gradel, CCEDC Board Counsel for many years, tendered his resignation effective September 30, 2016.

In brief, City Council directed the CCEDC to utilize the services of the same law firm that the City uses, Denton Navarro Rocha Bernal Hyde & Zech, P.C. (DNRBHZ) on a temporary basis until the City Manager completes the RFP process for CCEDC legal services and a legal firm is hired by the CCEDC.

DNRBHZ will provide legal services for the Corporation at a range of \$770-\$1,600 per month, depending on the hours spent at meetings and assisting with legal matters.

Financial Impact:

To be determined

Action/Recommendation:

Staff recommends the Board temporarily utilize the services of DNRBHZ until such time as a legal firm is hired by the CCEDC.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (i)

Subject: Discussion and consideration of action to pay an invoice from Tyler Technologies for CCEDC's subscription to InCode financial services for FY2016-2017 in the amount of \$17,778.00 from the General Administration: Financial Services line item in the FY 2016-2017 Approved Budget.

Description/Information:

In August 2015, CCEDC received direction regarding utilizing the same financial management system as the City of Copperas Cove. CCEDC completed this task and is now entering its second year of this five year agreement.

The annual cost of this subscription is \$17,778.00, which represents 20% of the total cost of \$88,890.00. This expenditure is budgeted.

Financial Impact:

\$17,778.000 from the General Administration: Financial Services line item in the FY2016-2017 Approved Budget.

Action/Recommendation:

Staff recommends that the Board approve payment of this invoice to Tyler Technologies in the amount of \$17,778.00.

FY17



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-168590	09/10/2016	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: Copperas Cove Economic Development Corp.
210 S 1st St.
Copperas Cove, TX 76522

Ship To: Copperas Cove Economic Development Corp.
210 S 1st St.
Copperas Cove, TX 76522

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
42680	57124	2015-0216	USD	NET30	10/10/2016

Description	Extended Price
Milestone Schedule	17,778.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Subscription Fees	88,890.00	20%	17,778.00

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	17,778.00
Sales Tax	0.00
Invoice Total	17,778.00



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (j)

**Subject: Review of the Copperas Cove City Manager's Transition Plan for CCEDC
Employees becoming City Employees.**

Description/Information: On August 16, 2016 during the regular City of Copperas Cove Council meeting, the City Council directed the City Manager to provide a transition plan regarding the placement, control and direction of Copperas Cove EDC Executive Director and operations under the City Manager through the City Council.

The City Manager presented the Transition Plan to the City Council on September 27, 2016. The plan is updated as tasks are completed and others become necessary.

The City Manager will provide a copy of the latest version to the CCEDC Board of Directors.

Financial Impact: None.

Action/Recommendation: Information only

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
	PIP	Amend the Personnel Improvement Plan	10/18/2016	Amendment necessary to capture CCEDC positions coming under the City, title changes to existing City position and new position for Parks.	Andrea Gardner Ryan Haverlah Jeff Davis
		Payroll	10/1/2016	Per Council direction on 9/20/16, CCEDC employees will be setup in Time Clock Plus and Incode.	Jeff Davis
	Physical Location	Permanent Office Space for CCEDC Staff	March 2016	Upon completion of the IS Building, EDC staff and the City Manager will relocate to City Hall Suite H.	Andrea Gardner
	Reimbursement Agreement	Temporary Office Space for CCEDC Staff Temporary Office Space for City Manager CCEDC Board Action	10/1/2016 10/1/2016 10/20/2016	Temporarily the CCEDC staff will remain at the CCEDC Building. The City Manager will maintain an office at City Hall and at the CCEDC. Per direction from Council on 9/20/16, the Staffing & Reimbursement Agreement requires one modification to the "Breach" section	Andrea Gardner Andrea Gardner
	Hire Economic Development Director	City Council Action Revise Job Description Post the Vacancy	11/7/2016 10/20/2016 11/1/2016	Job Description and Vacancy Notice will be posted on the City's Website/Applicant Pro, Texas Municipal League, Texas Economic Development Council and the Texas Business Association	City Council Jeff Davis Andrea Gardner Jeff Davis
		Conduct Review of Applications Schedule Interviews	12/1/2016 12/5/2016	City Manager plans to take vacation early December so interviews will attempt to be	Jeff Davis Andrea Gardner Jeff Davis

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
		Conduct Interviews	12/19-12/22	scheduled for the week of December 19, 2016.	Jeff Davis Andrea Gardner Council Liaison CCEDC Board Member Jeff Davis
		Job Offer Made	12/27/2016		Andrea Gardner Jeff Davis
		Schedule Start Date	1/9/2017	Depends on selected applicant's availability.	Jeff Davis Andrea Gardner
	Background & Testing	New employees of the City and transitioning employees of the CCEDC	10/1/2016	Each employee will be required to follow City requirements for background checks and testing.	Jeff Davis
CCEDC Bylaws	Review of Bylaws	Determine sections requiring updates/revisions based on the changes directed by Council	9/21/2016	Completed by City Manager	Andrea Gardner
		Present Recommend Changes to Council	9/27/2016	Special Called Council Meeting	Andrea Gardner City Council
		Council Direction To CCEDC Board	9/27/2016	Special Meeting	City Council
		CCEDC Board Action	10/20/2016	Regular Meeting	Monica Mackay EDC Board
		Council Approval of Bylaws Revisions	11/7/2016	Regular Meeting	Monica Mackay Andrea Gardner City Council
		Implementation of tasks from bylaws revisions	11/8-11/30	City Manager will ensure various members of staff complete the necessary task to	Andrea Gardner Velia Key Monica Mackay

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff	
Janitorial & Grounds Maintenance (includes east & west end monument signs)	Add a new position to Parks	Discuss the need for the position and savings expected from adding position	9/27/16	ensure compliance with the revisions to the bylaws During the 9/27/16 Special Meeting, the City Manager will discuss adding a position to provide janitorial and maintenance services for the CCEDC facilities and properties and serve tourism by completing the set up and tear down for events and providing maintenance needs to City Facilities. Propose funding 50/50 with CCEDC and Tourism.	Joe Brown Ryan Haverlah Jeff Davis	
		Job Description	9/30/2016		Jeff Davis	
		Post Position	10/1/2016		Joe Brown	
		Review Applications	10/17-10/21		Jeff Davis	
		Schedule Interviews	10/24-10/28		Joe Brown	
		Make Job Offer	11/1/2016		Jeff Davis	
		Set Start Date	11/15/2016	Depends on availability of applicant selected	Joe Brown	
		Bank Account Services	Determine the best approach for CCEDC Funds to be held	9/27/2016	Item included on the 9/27/2016 agenda to address the matter.	Velia Key Ryan Haverlah Andrea Gardner
		External Financial Services	CCEDC Board Action Cancel any contract that may exist	10/20/2016 9/27/2016	Complete directive from Council on 9/27/16 Seeking direction from Council	EDC Board Velia Key Andrea Gardner
		Financial Matters	CCEDC Board Action Council Action	10/20/2016 11/7/2016	Complete directive issued by Council on 9/27/2016 Only if needed.	EDC Board City Council

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
	Cash Flow Analysis	Send proper notices to vendor	11/8/2016		Monica Mackay Velia Key
	Signature on Checks	Determine if CCEDC operations will be required to complete	9/27/2016	Seeking direction from Council on requiring cash flow analysis for investment purposes as required for City staff to complete	Andrea Gardner Velia Key
		Determine appropriate parties to sign checks of the CCEDC	9/27/2016	Direction to CCEDC Board (part of bylaws changes). On Special Meeting Agenda for 9/27/2016	Monica Mackay City Council
		Contact Incode	9/28/2016	Have signatures setup as directed by City Council but not to begin use until bylaws revised	Velia Key
	Bank Depository Contract	Bylaws Revised	10/20/2016		CCEDC Board
		Merge with City's Bank Depository	9/27/2016	Seeking direction from Council on the matter during 9/27/2016 Special Meeting. Likely sub tasks will be added once direction received.	Velia Key Andrea Gardner Monica Mackay
	W2 Preparation	Correction Required for FSA Code Administration Fee	11/30/2016	Currently the CCEDC has the FSA administration fee included in the total FSA amount. The administration fee must be removed prior to W2 preparation.	EDC Board Velia Key Jeff Davis Cindy Novak
Technology Matters	CCEDC Email System	Convert CCEDC employees to City Email System	9/30/2016	Staff recommends the CCEDC employees be assigned standard City email addresses and accounts and begin utilizing the City's system.	Greg Mitchell All CCEDC Employees
		IS to Establish Email Addresses	9/28-9/30		Greg Mitchell
		Copy old CCEDC Emails to City Server	9/28-9/30	This setup is critical to ensure records retention requirements are met and request for public information can be completed if necessary in the future.	Greg Mitchell
CCEDC Websites	Find It In Cove		10/17/2016	Complete RFP to determine best value. Currently utilizing Judi Borth	Monica Mackay Velia Key

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
	Buy It In Cove		10/17/16	Completed RFP to determine best value. All website maintenance will be combined into one RFP. Currently utilizing Judi Borth.	Andrea Gardner Greg Mitchell Monica Mackay Velia Key Andrea Gardner
	Explorecove.com		10/17/2016	Combined RFP	Greg Mitchell Monica Mackay Velia Key Andrea Gardner Greg Mitchell
	Copperascove-edc.com		9/27/2016	Council direction needed. Staff recommends creating an EDC Department page on the City's website and transferring the information from EDC website to the EDC's departmental page. Council direction on 9/27/16 was to continue paying to ensure the URL doesn't run out.	Andrea Gardner Greg Mitchell City Council
	CCEDC Data Backup	Cancel offsite backup	9/27/2016	Direction needed from Council to CCEDC Board. Staff can provide backup.	City Council
		Board Action Written Notice to Vendor	10/20/2016 10/21/2016		CCEDC Board Monica Mackay EDC Board Chairman
		Data Backup Capture	Completed	The IS Department backup all data that was stored and will complete a final backup to capture all that was stored since prior backup and October 1 st .	Greg Mitchell
	Internet Services	Cancel Services	9/27/2016	Direction needed from Council to CCEDC Board.	City Council
		Board Action Written Notice to Vendor	10/20/2016 10/21/2016		CCEDC Board Monica Mackay

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
	CCEDC Computers	Replacement	9/30/2016	IS Department to replace with City owned PCs to ensure all departments of the City utilize the same type desktop computers. Assists IS Department staff when troubleshooting problems.	EDC Board Chairman Greg Mitchell
		Old CCEDC Computers	9/30/2016	IS Department requests to utilize for spare parts when problems arise or complete a rebuild of the desktop computers.	Greg Mitchell
	CCEDC Phones	Replacement	TBD	Await further details on availability from CenturyLink but it will be critical to have the CCEDC on the same phone system as the City. Cost to replace with refurbished phones that are compatible with City's phone system is \$1,016.90 and the IS Department has discovered a way to ensure the current phone numbers can be transferred to the newly assigned extensions.	Greg Mitchell Andrea Gardner
		Old CCEDC Phones	9/27/2016	Direction to CCEDC Board to complete declaration as surplus and determine best method for disposal or storage.	City Council
	Lease Assignment	Board Action Notice Letter	TBD 11/17/2016	Budget Amendment Required. Draft letter to Donlie McMullin that the CCEDC will not renew lease upon expiration in August 2017	CCEDC Board CCEDC Board
Entrepreneurial Center	Leases with Local Businesses	Notice Letters	11/17/2016	Draft letter to each tenant at the Center notifying of new lease agreement (corrected), the requirements to meet and the CCEDC's intent not to renew	CCEDC Board

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
Legal Services	Interim	Contract with DNRBHZ	9/27/2016	Provide direction to CCEDC Board regarding legal services with the resignation of Robert Gradel.	City Council
		Board Action	10/20/2016		CCEDC Board
		Conduct RFP For Legal Services	11/11/2016	Completed RFP process.	Velia Key Monica Mackay Andrea Gardner CCEDC Board
		Award Legal Services Contract	11/17/2016		
		Council Approval for Award	12/6/2016		City Council
		RFP Specifications Prepared & Scoring Criteria Established	9/28-10/14		Velia Key Andrea Gardner Monica Mackay
		Bid Notices	10/14-10/28		Velia Key
		Open Submittals	11/1/2016		Velia Key Ryan Haverlah Joe Brown Greg Mitchell Jeff Davis Andrea Gardner
		Score Submittals	11/15/2016		Velia Key Ryan Haverlah Joe Brown Greg Mitchell Jeff Davis Andrea Gardner Andrea Gardner
		Purchasing	Business Development	Negotiate with Top Firm	11/15-11/22
Bid Award	12/15/2016				Andrea Gardner

TRANSITION PLAN FOR CCEDC EMPLOYEES BECOMING CITY EMPLOYEES

Category	Task	Sub Task	Expected Completion	Notes	Assigned Staff
		Council Approval	1/3/2017		City Council Andrea Gardner Velia Key
Agendas	Transition to Agenda Quick	Schedule Training with Agenda Quick for CCEDC Staff	10/13/2016	Andrea to Meet with Monica to discuss transition and training	Monica Mackay Andrea Gardner
		Training with Agenda Quick staff	TBD	All CCEDC Staff involved in agenda preparation must completed required training	Monica Mackay Andrea Gardner Diane Dressel Cindy Novak
		Begin Utilizing Agenda Quick	11/1/2016	All Meetings of the CCEDC will be prepared and published from Agenda Quick beginning with the November 2016 Meeting.	Jeff Davis Andrea Gardner
Budget	2017 Budget	Training	10/7/2016	City staff will train CCEDC Staff on entering budget data into Incode	Ryan Haverlah Cindy Novak
		Data entry of budget into Incode	10/21/2016	CCEDC staff to enter budget data into Incode	Cindy Novak
		Verification of Data	10/25/2016	The Budget Department will provide verification data entry success	Ryan Haverlah



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (k)

Subject: Discussion and consideration of action to approve a Budget Reallocation for FY2016-2017.

Description/Information:

The FY 2016-2017 Budget was adopted by the City Council on September 20, 2016. The EDC Bylaws, Section 4.07 authorize the Executive Director to submit a Budget Reallocation to the Board of Directors to transfer budget amounts without increasing the total Budget.

This Budget Reallocation requires a transfer of budget amounts totaling \$5,917. Budget line item increases are in the General Administration section of the Budget. In accordance with the Transition Plan approved by City Council, a phone system compatible with the City's phone system is required (\$1,017) and office space for EDC staff and services within City Hall is required to be completed (\$4,900).

Budget line item decreases are in the Entrepreneur Center and General Administration sections of the Budget. The decreases listed below are directly tied to actions established in the Transition Plan.

Financial Impact:

7200 Entrepreneur Center	
Travel	(\$1,000)
7000 General Administration	
Technology Equipment – Internet Service Provider	(\$ 117)
Technology Equipment – Maintenance/Service Calls	(\$1,500)
Technology Equipment – Offsite Backup	(\$3,300)
Compatible phone system	\$1,017
EDC Office space in City Hall	\$4,900
<hr/>	
Net Impact to the Budget	\$ 0

Financial Impact:

None.

Action/Recommendation:

CCEDC Staff recommends the Board of Directors approve this budget reallocation.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (I)

Subject: **Discussion and consideration of action to approve an expenditure in the amount of \$1,016.90 to purchase refurbished telephones that are compatible with the phone system used by the City of Copperas Cove.**

Description/Information: On September 27, 2016, the City Council approved the City Manager's Transition Plan which contains an item pertaining to telephones. According to the plan, it is critical to have the CCEDC on same phone system as the City.

The cost to replace the current system, purchased in 2013 at a cost of \$5,314.64, with refurbished phones that are compatible with the City's phone system is \$1,016.90. The City's IS Department has discovered a way to ensure the current phone numbers used by the CCEDC can be transferred to the newly assigned extensions.

Financial Impact: \$1,016.90 from the General Administration: Office Equipment line item in the FY2016-2017 Budget

Action/Recommendation: CCEDC Staff recommends the Board of Directors approve this expenditure.



**Copperas Cove
Economic Development Corporation**

October 18, 2016

Agenda Item No. 13 (m)

Subject: Review and discussion of training opportunities – Beginning Economic Development Course and Public Information Act/Open Meetings/Sales Tax training for CCEDC Board Members.

Description/Information:

According to Section 2.20 of the CCEDC Bylaws, "...all members of the Board of Directors shall be required to attend the Basic Economic Development Course (BEDC) at an acceptable institution of higher learning within twelve months of the initial appointment date to the Board of Directors." As this class is only offered twice a year and fills quickly, staff made arrangements for four directors to attend the November session. The agenda for this course is attached. However, three attendees are unable to attend training at this time. Two are no longer on the board; staff was notified that Annabelle Smith cannot attend.

There are three spaces left for other directors to attend this training. All five Directors that currently serve on the board are required to attend within the next year to 18 months. Please note that we must know by October 21 in order to cancel the registration for this training if less than three Directors are able to attend.

Future BEDC classes are being held in Sugar Land February 7-10, 2017 and in Plano June 6-9, 2017.

Section 2.20 also reads: "In addition, within 90 days of taking the oath of office, the Board Member shall complete the courses of training of not less than one and not more than two hours regarding the responsibilities of the government body IAW Chapter 551 of the Open Meeting Act and Chapter 552 of the Public Information Act. These courses may be

completed on the current State of Texas Web sites” Another option is to attend the one-day course being offered in Austin on December 9, 2016.

“The Economic Development Sales Tax Workshop are designed specifically for EDC Board Members and local elected officials and include information about economic and community development in general, and changes to the Economic Development Sales Tax Law. The workshops will include a discussion of changes to the Economic Development Sales Tax law that occurred during the 84th session of the Texas Legislature. Workshop attendees will receive Open Meetings Act and Public Information Act certification as a part of this course. Attendees of the Economic Development Sales Tax Workshop will be provided training materials, a light breakfast, and lunch.”

Information on the Workshop is attached. Annabelle Smith and Marc Payne have completed this requirement.

As per the bylaws, the CCEDC will pay all reasonable travel expenses associated with this training.

Financial Impact:

Registration and travel expenses for Directors, to be determined

Action/Recommendation:

CCEDC Staff suggests that the Directors that are able to attend BEDC and/or the Open Records/Open Meetings/Sales Tax training seminar contact Diane Drussell, Business Retention Specialist, to make arrangements.



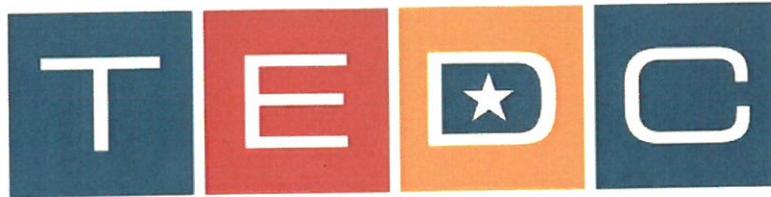
**Basic Economic Development Course
Schedule
November 7 - 10, 2016**

**Embassy Suites
7600 John Q Hammons Drive
Frisco, TX**

Monday, November 7	Tuesday, November 8	Wednesday, November 9	Thursday, November 10
<p>8:00 – 8:30 a.m. Registration</p> <p>8:30 – 9:45 a.m. Welcome / Orientation <i>Lisa Mutchler & Pat Jamison</i></p> <p>9:45 – 10:00 a.m. Break</p> <p>10:00 – 11:15 a.m. Introduction to Economic Development <i>Alysa Cook</i></p>	<p>7:30 – 8:00 a.m. Breakfast Provided – Classroom</p> <p>8:00 – 10:00 a.m. Business Finance & Capital Market Programs <i>Russell Gallahan</i></p> <p>10:00 – 10:15 a.m. Break</p> <p>10:15 – 12:15 p.m. Business Attraction & Marketing <i>Dave Quinn, & Brian Aiken</i></p>	<p>7:30 – 8:00 a.m. Breakfast Provided – Classroom</p> <p>8:00 – 10:00 a.m. Business Retention & Expansion <i>Tom Long</i></p> <p>10:00 – 10:15 a.m. Break</p> <p>10:15 – 12:15 p.m. Workforce Development <i>Kent Andersen & Brandi Harrison</i></p>	<p>7:30 – 8:00 a.m. Breakfast Provided – Classroom</p> <p>8:00 – 10:00 a.m. Managing Economic Dev Organizations <i>Tom Palmer, Danny Booth, Jim Gandy</i></p> <p>10:00 – 10:15 a.m. Break</p> <p>10:15 – 12:15 p.m. Ethics & Economic Development <i>Amanda Nobles</i></p> <p>12:15 – 1:00 p.m. Course Evaluation, Graduation and Closing</p>
11:15 – 12:30 P.M.	12:15 – 1:30 P.M.	12:15 – 1:30 P.M.	Home Sweet Home!
<p>12:30 – 2:30 p.m. Community Development <i>Alysa Cook</i></p> <p>2:30 – 2:45 p.m. Break</p> <p>2:45 – 4:45 p.m. Analyze & Profile a Community <i>Karen Beard</i></p> <p>6:30 p.m. <i>Dinner on your own or group for those interested in eating together ☺</i></p>	<p>1:30 – 3:30 p.m. Strategic Planning <i>Karen Dickson</i></p> <p>3:30 – 3:45 p.m. Break</p> <p>3:45 – 5:45 p.m. Entrepreneur & Small Business Development <i>Mark Thomas</i></p> <p>6:30 p.m. <i>Networking Reception location tbd</i></p>	<p>1:30 – 3:30 p.m. Real Estate Dev & Reuse <i>Eric Davis</i></p> <p>3:30 – 3:45 p.m. Break</p> <p>3:45 – 4:30 p.m. Retail & Economic Development <i>Aaron Farmer</i></p> <p>4:30 – 5:15 p.m. ED Trends - Discussion <i>Tom Stellman</i></p> <p>6:30 p.m. <i>Dinner on your own or group for those interested in eating together ☺</i></p>	

05.25.2016





TEXAS ECONOMIC DEVELOPMENT COUNCIL

2017 BASIC ECONOMIC DEVELOPMENT COURSES

Winter 2017 BEDC

Marriott

Sugar Land, TX

February 7-10, 2017

Summer 2017 BEDC

Marriott at Legacy Town Center

Plano, TX

June 6-9, 2017



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

The Power of Knowledge and Leadership

The BEDC is an educational course on the fundamental concepts, tools and skills needed to be successful in today's political, economic and business environment. The BEDC will provide the participant with a comprehensive understanding of the keys of successful economic development. For those new to the profession, this course is the first step toward professional certification by the IEDC. The BEDC is accredited by the International Economic Development Council (IEDC). Each BEDC student is required to attend all modules of the course in order to receive a completion certificate.



Published on *Texas Economic Development Council* (<https://www.texasedc.org>)

[Home](#) > 2016 Austin Economic Development Sales Tax Workshop

2016 Austin Economic Development Sales Tax Workshop



[Register for Event](#)

[1]

[List of Registrants](#)

[2]

Date of Event: Friday, December 9, 2016

Time of Event: 8:00 AM - 4:00 PM

Registration Deadline: Friday, December 2, 2016

Registration Rate: \$175

The Economic Development Sales Tax Workshop are designed specifically for EDC Board Members and local elected officials and include information about economic and community development in general, and changes to the Economic Development Sales Tax Law. The workshops will include a discussion of changes to the Economic Development Sales Tax law that occurred during the 84th session of the Texas Legislature. Workshop attendees will receive Open Meetings Act and Public Information Act certification as a part of this course. Attendees of the Economic Development Sales Tax Workshop will be provided training materials, a light breakfast, and lunch.

Doubletree Hotel

6505 N Interstate 35
Austin, TX 78752
(512) 454-3737

Overnight Accommodations:

The TEDC's discounted room block rate at the Doubletree is currently **\$129.00/night+tax**. There are **limited number** of rooms available in the TEDC's room block. The room block rate will expire on **November 17th**, 2016.

To book your reservation by phone: (800) 347-0330

To book your reservation online: [Room Reservation Link](#) ^[3]

Registration and Payment Policy: All registrations are to be made online. Registrations will not be accepted by mail, email, telephone or fax. Payments in advance are encouraged, unless specified to be paid prior to the event. Invoices are required to be paid within 30 days following the event. Payments may be made in the form of check or online via credit card. Purchase orders will not be accepted as a form of payment.

Cancellation, Refund and No-Show Policy: All cancellations must be received in writing via email to TEDC staff at crystal@texasedc.org ^[4]. Cancellations received in writing on or before December 1, 2016, and which payment has been received, will be refunded via check following the event. There will be no refunds for cancellations received after December 1, 2016. A registered attendee who does not submit a written cancellation or attend the event, is considered a No-Show and is not eligible for a refund. A registered attendee who does not submit a written notice of cancellation or attend the event is still responsible for the registration fee.

Source URL: <https://www.texasedc.org/2016-austin-economic-development-sales-tax-workshop>

Links:

[1] https://tedc.memberclicks.net/index.php?option=com_mc&view=mc&mcid=form_216553
[2] <https://www.texasedc.org/sites/default/files/files/EDST/Austin%20EDST%20Attendees%20Export-TEDC-Profiles-86-05-Oct-.pdf>

Copperas Cove Economic Development Corporation Prospect Report – October 2016

Monica Mackay, Interim Executive Director

Project Name	Industry	Potential location	Source	First Contact	Latest Activity
Project Pam (began as Sweet & Spicy)	Commercial	Dewald Service Station	Broker/Direct Contact	7/30/14	<ul style="list-style-type: none"> • None • The opportunity to assist with redeveloping that site still exists
Project Big Rig	Truck Driving School	The Narrows	Loopnet	8/14/14	<ul style="list-style-type: none"> • Successful Project • Company is in “due diligence” phase • Documents required for closing delivered to client
Project Big Tex	Warehouse/Distribution	The Narrows & other areas near Highway 190 (Bypass)	Direct Contact	3/19/15	<ul style="list-style-type: none"> • Update on 9/27/2016: “We’re still playing the waiting game.” • They still have a preferred completion date of 2017
Project CD	Commercial	Former Casa Ole	Broker	12/2/15	<ul style="list-style-type: none"> • This project is no longer active, but the opportunity to assist with the redevelopment of that site still exists
Project Surf	Warehouse/Distribution	The Narrows	Direct Contact	2/11/16	<ul style="list-style-type: none"> • Local company expansion • Prefers to lease
Project Friends	Commercial	Available building or new construction	Loopnet	3/20/2016	<ul style="list-style-type: none"> • Pet Supplies Plus at 1212 E Highway 190 (former Connell Chevrolet/Furniture Store) • Successful Project

Project Surface	Manufacturing	Available building	Direct Contact	3/21/2016	<ul style="list-style-type: none"> • Exploring options to relocate from Austin • Set up meeting with SBA Counselor
Project Splat	Entertainment	South FM 116	Direct Contact	6/28/2016	<ul style="list-style-type: none"> • Gathering information on company and community impact • Connected with local contractor to identify site needs
Project Triangle	Commercial	Existing Site – Business 190	Broker/Owner	9/5/2016	<ul style="list-style-type: none"> • Working with broker/owner on infrastructure development to assist in redeveloping a site
Project Mix	Manufacturing	The Narrows	Broker	9/12/2016	<ul style="list-style-type: none"> • Gathering information on company and community impact • Client looking at two sites in The Narrows • Land sale only (at this time)
Project Apex	Advanced Manufacturing	The Narrows	Broker	9/23/2016	<ul style="list-style-type: none"> • Gathering information on company and community impact • Provided information on workforce availability and pay rates; workforce training programs; preliminary economic impact study complete
Project Light	Commercial	Existing Site – Business 190	Direct contact	10/11/2016	<ul style="list-style-type: none"> • Interested in redeveloping existing site



Diane Drussell
Business Retention Specialist
Staff Report
October 2016

Copperas Cove EDC

- Updated Commercial Property list
- Updated website
- Spoke to students at Central Texas College about businesses and business plans

Business Retention and Expansion

- Walk in Customers
 - Ritza Z. – Interested in opening a home health agency. Questions about legalities and compliances. Ongoing visits due to working on her business plan
 - Joel H. – inquired about space in the Entrepreneur Center. I am assisting him on finding a location for a small office (outside of the Entrepreneur Center). He has 2 employees and is moving business from home to an office space.
 - Deondre W. – Weekly meetings with him regarding business. We are working on business plan.
 - Janice W. – interested in starting a catering business. Lives in Killeen, wanted to work with me.
 - Patricia W. – interested in opening a business in Copperas Cove. We are working together to gather information so she can make knowledgeable decisions.
 - Dorthula G. – updating me on progress of her business planning and training.
 - A. M. – MM and I are working with him and will be having an impact analysis completed. MM and I will present to the board (depending on the outcome of impact analysis)
- Existing Businesses
 - Tiffany J. – looking for location to open her business. She is a business owner and has clients (ongoing)
 - Erica M. – business owner – visited and will assist in marketing and advertising. Brainstorming session.
 - Visited with Par Guns
 - Visited with Allstate Insurance
 - Design Technically Write printing and design services – New printing company (all printing needs) – looking for location. Same owner as Hard Hats & Heels Construction & Services
- Working with a few businesses to find a new location. This includes the two businesses who gave notice at the Entrepreneur Center.
- Workshops - All workshops are on “hold”

Entrepreneur Center

- SBDC Counselor
 - Actively work with SBDC counselor and clients who come in. Follow up with each of them to see where they are in their planning. I refer all customers working on business plans to the counselor, as he has access to databases we do not.
 - Organized workshop with the SBDC Counselor for a schedule of programs for the upcoming year

- Businesses located inside Entrepreneur Center
 - Community Life Counseling
 - Advocacy from the Heart

 - **Texas Nurse Aide – Gave 30 day notice (effective Oct. 1)**
 - **Hard Hats & Heels Construction Services, Inc. – Gave 30 day notice – (effective Oct. 1, 2016).**

Facebook pages continue to gain “Likes”

- Copperas Cove EDC (Main Page) – **626**
- Copperas Cove EDC (sub- page) - **720**
- Copperas Cove Entrepreneur Center - **478**