



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

Notice is hereby given that a Regular Meeting of the Copperas Cove Economic Development Corporation will be held on September 24, 2025, at 12:00 p.m. at the Copperas Cove Economic Development Corporation's office located at 207 S 3<sup>rd</sup> St, Suite 200, Copperas Cove, Texas 76522 during this time the following subjects will be discussed.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. ANNOUNCEMENTS**

**E. CITIZENS FORUM**

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

**F. CONSENT AGENDA**

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

1. Consideration and action on approval of minutes for the Regular Meeting held on August 28, 2025. **Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC.**

**G. PUBLIC HEARINGS**

**H. ACTION ITEMS**

1. Consideration and action on approving the Profit and Loss report for the month of July 2025. **Fred Welch, Executive Director, Copperas Cove EDC.**
2. Consideration and action on approving the Performance Agreement for Project Ironwood. **Sean Stevens, Assistant Executive Director, Copperas Cove EDC.**

3. Consideration and action on approving contract with Calderon Economic Development Services for the creation of a Tax Increment Reinvestment Zone (TIRZ). **Fred Welch, Executive Director, Copperas Cove EDC.**
4. Consideration and action on approving RFQ 2025-02 for selection of a Construction Manager at Risk (CMAR) for the new CCEDC Office Building and Meeting Center on Patriot Circle. **Fred Welch, Executive Director, Copperas Cove EDC.**

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

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

**J. ITEMS FOR FUTURE AGENDAS**

**K. EXECUTIVE SESSION**

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

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

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

**M. ADJOURN**

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

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the Copperas Cove Economic Development Corporation was posted at **5 p.m. September 18, 2025.**

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Brittany Sanders, Workforce Development Specialist  
Copperas Cove EDC

**Economic Development Corporation**

**F.1.**

**Meeting Date:** September 24, 2025

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

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**Subject:**

Consideration and action on approval of minutes for the Regular Meeting held on August 28, 2025.

**Brittany Sanders, Workforce Development Specialist, Copperas Cove EDC**

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**Attachments:**

Regular Meeting Minutes – August 28, 2025



**COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION**  
**Meeting Minutes for August 28, 2025**

**A. CALL TO ORDER**

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

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Secretary Fred Chavez led the Invocation and Pledge of Allegiance.*

**C. ROLL CALL**

*Roll call led by Brittany Sanders, Workforce Development Specialist*

<i>Present: Bradi Diaz, Chairman</i>	<i>Anne Seneca, Small Business Support Director</i>
<i>JC Stubbs, Vice Chairman</i>	<i>Brittany Sanders, Workforce Development Specialist</i>
<i>Fred Chavez, Secretary</i>	<i>Gracie Lara, Administrative Assistant</i>
<i>Anthony Martinez, Director</i>	<i>Barbara Boulware-Wells, Legal Counsel</i>
<i>Fred Welch, Executive Director</i>	
<i>Sean Stevens, Assistant Executive Director</i>	
<i>Sheena Tanner, Marketing Director</i>	

*Absent: David McPhail, Treasurer*  
*Vonya Hart, Council Liaison*

**D. ANNOUNCEMENTS**

*None*

**E. CITIZENS FORUM**

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

*None*

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

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

*Vice Chairman JC Stubbs made a motion to approve Agenda Item F1. Director Anthony Martinez seconded the motion, and with a unanimous vote, the motion carried.*

**G. PUBLIC HEARINGS**

*None*

**H. ACTION ITEMS**

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

*Vice Chairman JC Stubbs made a motion to approve Agenda Item H1. Secretary Fred Chavez seconded the motion, and with a unanimous vote, the motion carried.*

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

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

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

*Vice Chairman JC Stubbs made a motion to approve Agenda Item H3 with attached amendment specifying that payment will not be invoiced until October 1, 2025. Secretary Fred Chavez seconded the motion, and with a unanimous vote, the motion carried.*

4. Consideration and action on approving the Performance Agreement for Project Ironwood. **Sean Stevens, Assistant Executive Director, Copperas Cove EDC.**

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

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

*Gene Dane, RA, Architectural Director of Operations, MRB Group presented an overview of the engineering for the EDC Professional office building.*

*Vice Chairman JC Stubbs made a motion to approve Agenda Item H5. Secretary Fred Chavez seconded the motion, and with a unanimous vote, the motion carried.*

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

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

- *Fort Hood Land Exchange*
- *Update on Patriot Circle Office Building*
- *Update on Constitution Dr. drainage design and work*
- *Update on Updated By-Laws and budget for next fiscal year*
- *Update on Mashburn Drive infrastructure*

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

- *Update on the Administrative Assistant position*
- *Update on Anice Read Grant Application*
- *Update on Texas Downtown President's Award Nomination*
- *Recap of Pro Shot Billiards operation*
- *Update on Grand Central Texas Marketing Committee*
- *Update on Leadership Central Texas*
- *Update on Team Texas Consultants Forum*
- *Update on Accredited Economic Development Organization accreditation*

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

- *Recap on website and social media growth*
- *Most effective posts for growth and gaining exposure*
- *LinkedIn audience growth and most effective LinkedIn Posts*
- *Local brand awareness*
- *Update on current/upcoming projects*

### **4. Small Business Support Directors Report. Anne Seneca, Small Business Support Director, Copperas Cove EDC.**

- *Update on Small Business Support*
- *Update on BRE efforts*
- *Update on Oktoberfest 2025*

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

- *Update on EDC Operations - Administrative Assistant*
- *Update on Professional Development – Texas Economic Development Council*
- *Update on Workforce Development – Glow up & Get Hired Workshop and Hiring Event*

**J. ITEM FOR FUTURE AGENDAS.**

- *Agenda item H4 - Project Ironwood*

**K. EXECUTIVE SESSION CONVENED AROUND 12:52 PM**

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

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

**L. RECONVENE INTO OPEN SESSION AT 1:08 P.M. FOR POSSIBLE ACTION RESULTING FROM ANY ITEM POSTED AND LEGALLY DISCUSSED IN THE EXECUTIVE SESSION.**

1. *No action was taken.*

*Director Anthony Martinez made a motion to authorize the EDC Director Fred Welch to take the first steps to respond on the possible purchase of this land under a Letter of Intent (LOI). Secretary Fred Chavez seconded the motion with amended amount, the motion carried.*

**M. ADJOURN**

*Chairman Bradi Diaz adjourned the meeting at 1:09 p.m.*

ATTEST:

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Brittany Sanders, Workforce Development Specialist

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Fred Chavez, Secretary of the Board



**Economic Development Corporation**

**H.1.**

**Meeting Date:** September 24, 2025

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

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**Subject:**

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

**Description/Information:**

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

**Financial Impact:**

See attached.

**Action/Recommendation:**

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

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**Attachments:**

July Financials:

Profit and Loss

Profit and Loss Budget vs Actual

Cadence Bank Reconciliation Detail

Tex Pool Reconciliation Detail

# Copperas Cove Economic Development Corporation

## Profit & Loss

July 2025

Jul 25

### Ordinary Income/Expense

#### Income

##### Revenues

Sales Tax Income 107,976.59

Interest Income 25,764.68

Total Revenues 133,741.27

Total Income 133,741.27

#### Expense

##### EXPENDITURES

##### EDC ADMINISTRATION

##### PERSONNEL

00-1150 · Phone Reimbursement 400.00

00-1100 · Car Allowance 500.00

00-1000 · Staff Salary 34,674.54

00-1200 · Longevity 48.02

00-1500 · FICA Tax 2,282.95

00-1600 · Employee Insurance 2,616.58

00-1800 · Retirement 5,052.48

00-1901 · Other Personnel Expenses 441.00

Total PERSONNEL 46,015.57

##### SUPPLIES AND MATERIALS

00-2030 · Office Supplies 665.99

00-2820 · Furniture and Fixtures 1,864.38

Total SUPPLIES AND MATERIALS 2,530.37

##### REPAIRS AND MAINTENANCE

00-4100 · Repairs & Maint. - Bldg 132.88

00-4200 · Repairs & Maint. - Facility 120.00

00-4400 · Repairs & Maint. - Equipment 240.00

Total REPAIRS AND MAINTENANCE 492.88

##### CONTRACTUAL SERVICES

00-6200 · Communication - Internet (Spec) 907.84

00-6300 · Rental of Equip / Copier Lease -1,297.61

00-6350 · Rental of Property 2,702.49

00-6400 · Dues and Subscriptions 5,520.82

00-6600 · Professional Development 2,280.72

00-6800 · Professional Services 700.00

00-6900 · Utilities 625.98

Total CONTRACTUAL SERVICES 11,440.24

##### DESIGNATED EXPENSES

00-1998 · Board Related Expenses 341.20

00-1999 · Public Relations 279.57

Total DESIGNATED EXPENSES 620.77

Total EDC ADMINISTRATION 61,099.83

##### DEBT SERVICES

10-9326 · 2012 Sales Tax Bond Note Int 2,402.46

# Copperas Cove Economic Development Corporation

## Profit & Loss

July 2025

	Jul 25
Total DEBT SERVICES	2,402.46
EDC NON-DEPARTMENTAL	
CONTRACTUAL SERVICES	
90-6550 · Contract Labor	2,800.00
90-6610 · Business Attraction	2,322.03
Total CONTRACTUAL SERVICES	5,122.03
90-9100 · BUSINESS RETENTION	
90-9103 · Retention	805.07
90-9107 · Workforce Development Events	191.37
Total 90-9100 · BUSINESS RETENTION	996.44
Total EDC NON-DEPARTMENTAL	6,118.47
Total EXPENDITURES	69,620.76
Total Expense	69,620.76
Net Ordinary Income	64,120.51
Net Income	64,120.51

**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
October 2024 through July 2025

		TOTAL		
		Oct '24 - Jul 25	Budget	\$ Over Budget
Ordinary Income/Expense				
Income				
Revenues				
Sales Tax Income	1,082,437.92	944,166.66	138,271.26	
Interest Income	254,619.14	183,333.34	71,285.80	
Total Revenues	1,337,057.06	1,127,500.00	209,557.06	
Other Income	140.80	0.00	140.80	
Total Income	1,337,197.86	1,127,500.00	209,697.86	
Expense				
EXPENDITURES				
EDC ADMINISTRATION				
PERSONNEL				
00-1150 · Phone Reimbursement	4,011.90	4,000.00	11.90	
00-1100 · Car Allowance	5,000.00	5,000.00	0.00	
00-1000 · Staff Salary	339,712.41	325,416.66	14,295.75	
00-1200 · Longevity	435.83	875.00	-439.17	
00-1500 · FICA Tax	23,931.18	26,060.84	-2,129.66	
00-1600 · Employee Insurance	26,826.04	23,945.84	2,880.20	
00-1700 · Worker's Comp Insurance	0.00	833.34	-833.34	
00-1800 · Retirement	50,483.07	46,075.00	4,408.07	
00-1901 · Other Personnel Expenses	3,134.21	1,166.66	1,967.55	
Total PERSONNEL	453,534.64	433,373.34	20,161.30	
SUPPLIES AND MATERIALS				
00-2030 · Office Supplies	6,376.41	3,333.34	3,043.07	
00-2040 Printing Costs	0.00	250.00	-250.00	
00-2200 · Postage/Shipping	317.28	250.00	67.28	
00-2820 · Furniture and Fixtures	2,073.36	0.00	2,073.36	
00-2842 · Minor Equipment/Electronics	1,633.66	4,166.66	-2,533.00	
Total SUPPLIES AND MATERIALS	10,400.71	8,000.00	2,400.71	
REPAIRS AND MAINTENANCE				
00-4100 · Repairs & Maint. - Bldg	8,612.40	2,916.66	5,695.74	
00-4200 · Repairs & Maint. - Facility	755.00	2,083.34	-1,328.34	
00-4400 · Repairs & Maint. - Equipment	2,400.00	3,333.34	-933.34	
Total REPAIRS AND MAINTENANCE	11,767.40	8,333.34	3,434.06	
CONTRACTUAL SERVICES				
00-6012 · Consulting Fees (Legal)	5,215.00	4,166.66	1,048.34	
00-6000 · Bank Analysis Fees	189.88	666.66	-476.78	
00-6100 · Advertising	1,580.88	3,333.34	-1,752.46	
00-6200 · Communication - Internet (Spec)	5,679.03	5,208.34	470.69	
00-6201 · Phone Services - Brightspeed	0.00	0.00	0.00	
00-6202 · Network Upgrade	0.00	0.00	0.00	
00-6300 · Rental of Equip / Copier Lease	3,168.82	2,083.34	1,085.48	
00-6350 · Rental of Property	27,024.90	27,500.00	-475.10	
00-6400 · Dues and Subscriptions	48,784.35	6,666.66	42,117.69	

**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
**October 2024 through July 2025**

	TOTAL		
	Oct '24 - Jul 25	Budget	\$ Over Budget
00-6401 · Subscriptions	0.00	0.00	0.00
00-6402 · Software Licenses	0.00	0.00	0.00
00-6550 · Contract Labor	0.00	2,916.66	-2,916.66
00-6551 · IT Services (Cybersecurity/HD)	0.00	0.00	0.00
00-6600 · Professional Development	16,869.08	34,366.66	-17,497.58
00-6800 · Professional Services	14,678.61	10,166.66	4,511.95
00-6810 · Provided City Services	0.00	125.00	-125.00
00-6900 · Utilities	7,090.43	7,666.66	-576.23
<b>Total CONTRACTUAL SERVICES</b>	<b>130,280.98</b>	<b>104,866.64</b>	<b>25,414.34</b>
<b>DESIGNATED EXPENSES</b>			
00-7000 · Insurance Expense	4,013.75	4,833.34	-819.59
00-1998 · Board Related Expenses	2,359.58	2,500.00	-140.42
00-1999 · Public Relations	5,869.02	5,000.00	869.02
<b>Total DESIGNATED EXPENSES</b>	<b>12,242.35</b>	<b>12,333.34</b>	<b>-90.99</b>
<b>Total EDC ADMINISTRATION</b>	<b>618,226.08</b>	<b>566,906.66</b>	<b>51,319.42</b>
<b>DEBT SERVICES</b>			
10-9226 · 2012 Sales Tax Bond Principal	0.00	95,833.34	-95,833.34
10-9326 · 2012 Sales Tax Bond Note Int	30,665.02	27,011.66	3,653.36
<b>Total DEBT SERVICES</b>	<b>30,665.02</b>	<b>122,845.00</b>	<b>-92,179.98</b>
<b>EDC NON-DEPARTMENTAL</b>			
<b>SUPPLIES AND MATERIAL</b>			
90-2060 · Program / Project Supplies	0.00	0.00	0.00
<b>Total SUPPLIES AND MATERIAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CONTRACTUAL SERVICES</b>			
90-6400 · Dues and Subscriptions	0.00	5,000.00	-5,000.00
90-6100 · Advertising	0.00	1,783.34	-1,783.34
90-6550 · Contract Labor	17,244.69	16,666.66	578.03
90-6610 · Business Attraction	33,609.36	45,833.34	-12,223.98
90-6800 · Professional Services	49,999.99	61,000.00	-11,000.01
<b>Total CONTRACTUAL SERVICES</b>	<b>100,854.04</b>	<b>130,283.34</b>	<b>-29,429.30</b>
<b>90-9000 · ENTREPRENEUR CENTER</b>			
90-9001 · Start Up	0.00	2,500.00	-2,500.00
90-9002 · Operations	0.00	29,166.66	-29,166.66
90-9003 · Employee Appreciation	0.00	0.00	0.00
90-9004 · Meals	0.00	0.00	0.00
<b>Total 90-9000 · ENTREPRENEUR CENTER</b>	<b>0.00</b>	<b>31,666.66</b>	<b>-31,666.66</b>
<b>90-9100 · BUSINESS RETENTION</b>			
90-9101 · Flyers / Design	0.00	791.66	-791.66
90-9102 · Workshops	1,294.62	416.66	877.96
90-9103 · Retention	28,192.17	5,000.00	23,192.17
90-9104 · Travel	-480.20	1,250.00	-1,730.20
90-9105 · Visits	0.00	0.00	0.00
90-9106 · Workforce Development Training	0.00	2,333.34	-2,333.34
90-9107 · Workforce Development Events	2,114.69	2,500.00	-385.31

**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
October 2024 through July 2025

	TOTAL		
	Oct '24 - Jul 25	Budget	\$ Over Budget
90-9100 · BUSINESS RETENTION - Other	0.00	0.00	0.00
Total 90-9100 · BUSINESS RETENTION	31,121.28	12,291.66	18,829.62
Total EDC NON-DEPARTMENTAL	131,975.32	174,241.66	-42,266.34
OTHER EXPENDITURES			
90-8600 · CAPITAL OUTLAY			
90-8601 · Constitution	0.00	0.00	0.00
90-8602 · Land Exchange	0.00	0.00	0.00
90-8605 · Infrastructure	0.00	416,666.66	-416,666.66
90-8607 · Narrows Phase II Expansion	71,575.00	1,666,666.66	-1,595,091.66
90-8608 · Patriot Circle Office Building	0.00	0.00	0.00
90-8600 · CAPITAL OUTLAY - Other	18,625.00		
Total 90-8600 · CAPITAL OUTLAY	90,200.00	2,083,333.32	-1,993,133.32
Total OTHER EXPENDITURES	90,200.00	2,083,333.32	-1,993,133.32
Total EXPENDITURES	871,066.42	2,947,326.64	-2,076,260.22
Total Expense	871,066.42	2,947,326.64	-2,076,260.22
Net Ordinary Income	466,131.44	-1,819,826.64	2,285,958.08
Net Income	466,131.44	-1,819,826.64	2,285,958.08

**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
October 2024 through July 2025

	<u>% of Budget</u>
Ordinary Income/Expense	
Income	
Revenues	
Sales Tax Income	114.65%
Interest Income	138.88%
Total Revenues	118.59%
Other Income	100.0%
Total Income	118.6%
Expense	
EXPENDITURES	
EDC ADMINISTRATION	
PERSONNEL	
00-1150 · Phone Reimbursement	100.3%
00-1100 · Car Allowance	100.0%
00-1000 · Staff Salary	104.39%
00-1200 · Longevity	49.81%
00-1500 · FICA Tax	91.83%
00-1600 · Employee Insurance	112.03%
00-1700 · Worker's Comp Insurance	0.0%
00-1800 · Retirement	109.57%
00-1901 · Other Personnel Expenses	268.65%
Total PERSONNEL	104.65%
SUPPLIES AND MATERIALS	
00-2030 · Office Supplies	191.29%
00-2040 Printing Costs	0.0%
00-2200 · Postage/Shipping	126.91%
00-2820 · Furniture and Fixtures	100.0%
00-2842 · Minor Equipment/Electronics	39.21%
Total SUPPLIES AND MATERIALS	130.01%
REPAIRS AND MAINTENANCE	
00-4100 · Repairs & Maint. - Bldg	295.28%
00-4200 · Repairs & Maint. - Facility	36.24%
00-4400 · Repairs & Maint. - Equipment	72.0%
Total REPAIRS AND MAINTENANCE	141.21%
CONTRACTUAL SERVICES	
00-6012 · Consulting Fees (Legal)	125.16%
00-6000 · Bank Analysis Fees	28.48%
00-6100 · Advertising	47.43%
00-6200 · Communication - Internet (Spec)	109.04%
00-6201 · Phone Services - Brightspeed	0.0%
00-6202 · Network Upgrade	0.0%
00-6300 · Rental of Equip / Copier Lease	152.1%
00-6350 · Rental of Property	98.27%
00-6400 · Dues and Subscriptions	731.77%

**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
October 2024 through July 2025

	<b>% of Budget</b>
00-6401 · Subscriptions	0.0%
00-6402 · Software Licenses	0.0%
00-6550 · Contract Labor	0.0%
00-6551 · IT Services (Cybersecurity/HD)	0.0%
00-6600 · Professional Development	49.09%
00-6800 · Professional Services	144.38%
00-6810 · Provided City Services	0.0%
00-6900 · Utilities	92.48%
<b>Total CONTRACTUAL SERVICES</b>	<b>124.24%</b>
<b>DESIGNATED EXPENSES</b>	
00-7000 · Insurance Expense	83.04%
00-1998 · Board Related Expenses	94.38%
00-1999 · Public Relations	117.38%
<b>Total DESIGNATED EXPENSES</b>	<b>99.26%</b>
<b>Total EDC ADMINISTRATION</b>	<b>109.05%</b>
<b>DEBT SERVICES</b>	
10-9226 · 2012 Sales Tax Bond Principal	0.0%
10-9326 · 2012 Sales Tax Bond Note Int	113.53%
<b>Total DEBT SERVICES</b>	<b>24.96%</b>
<b>EDC NON-DEPARTMENTAL</b>	
<b>SUPPLIES AND MATERIAL</b>	
90-2060 · Program / Project Supplies	0.0%
<b>Total SUPPLIES AND MATERIAL</b>	<b>0.0%</b>
<b>CONTRACTUAL SERVICES</b>	
90-6400 · Dues and Subscriptions	0.0%
90-6100 · Advertising	0.0%
90-6550 · Contract Labor	103.47%
90-6610 · Business Attraction	73.33%
90-6800 · Professional Services	81.97%
<b>Total CONTRACTUAL SERVICES</b>	<b>77.41%</b>
<b>90-9000 · ENTREPRENEUR CENTER</b>	
90-9001 · Start Up	0.0%
90-9002 · Operations	0.0%
90-9003 · Employee Appreciation	0.0%
90-9004 · Meals	0.0%
<b>Total 90-9000 · ENTREPRENEUR CENTER</b>	<b>0.0%</b>
<b>90-9100 · BUSINESS RETENTION</b>	
90-9101 · Flyers / Design	0.0%
90-9102 · Workshops	310.71%
90-9103 · Retention	563.84%
90-9104 · Travel	-38.42%
90-9105 · Visits	0.0%
90-9106 · Workforce Development Training	0.0%
90-9107 · Workforce Development Events	84.59%



**Copperas Cove Economic Development Corporation**  
**Profit & Loss Budget vs. Actual**  
October 2024 through July 2025

	<b>% of Budget</b>
90-9100 · BUSINESS RETENTION - Other	0.0%
Total 90-9100 · BUSINESS RETENTION	253.19%
Total EDC NON-DEPARTMENTAL	75.74%
OTHER EXPENDITURES	
90-8600 · CAPITAL OUTLAY	
90-8601 · Constitution	0.0%
90-8602 · Land Exchange	0.0%
90-8605 · Infrastructure	0.0%
90-8607 · Narrows Phase II Expansion	4.3%
90-8608 · Patriot Circle Office Building	0.0%
90-8600 · CAPITAL OUTLAY - Other	
Total 90-8600 · CAPITAL OUTLAY	4.33%
Total OTHER EXPENDITURES	4.33%
Total EXPENDITURES	29.55%
Total Expense	29.55%
Net Ordinary Income	-25.61%
Net Income	-25.61%

**Meeting Date:** September 24, 2025

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

---

**Subject:**

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

**Sean Stevens, Assistant Executive Director, Copperas Cove EDC**

**Description/Information:**

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

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

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

On July 23<sup>rd</sup>, and August 24<sup>th</sup>, this item was on the CCEDC Agenda, but no action was taken, due to lack of documentation presented.

**Financial Impact:**

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

**Action/Recommendation:**

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

---

**Attachments:**

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

THE STATE OF TEXAS       )  
  )  
COUNTY OF CORYELL       )

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT**

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

Agreement Format:

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

City Recitals

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

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

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

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

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

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

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

#### CCEDC Recitals

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

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

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

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

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

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

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

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

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

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

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

#### Developer Recitals

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

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

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

#### Owner Recitals

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

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

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

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

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

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

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

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

### **ARTICLE 1 DEFINITIONS**

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

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

## 1.2 Specific.

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

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

Other terms defined herein have the meaning so given them.

## **ARTICLE 2 DEVELOPMENT AND PERFORMANCE AGREEMENT**

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

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

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

### **2.4 Platting**

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

### **2.5 Zoning; Restrictive Covenants and Building Standards.**

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

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

## 2.6 Performance Agreement Requirements

A. This Agreement shall include these minimum performance standards.

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

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

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

### ARTICLE 3

#### COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION

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



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

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

#### **ARTICLE 4 GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [BB4]: Is this agreeable?

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

THE CITY OF COPPERAS COVE

\_\_\_\_\_  
Dan Yancey, Mayor

ACKNOWLEDGEMENT

THE STATE OF TEXAS        )  
  )  
COUNTY OF CORYELL        )

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**COPPERAS COVE ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_  
Bradi Diaz, President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS       )  
  )  
COUNTY OF CORYELL       )

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

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

**DEVELOPER**

**VIA REAL ESTATE, LLC**, a Wyoming limited liability company

\_\_\_\_\_  
Derrick Merchant, Manager

**ACKNOWLEDGEMENT**

STATE OF TEXAS       )  
                                  )  
COUNTY OF LUBBOCK   )

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



**ACCEPTANCE**

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

**OWNER**

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

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

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

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

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

DRAFT

**EXHIBIT “B”  
PLAT**

[See Attached]

DRAFT

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DRAFT

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**EXHIBIT “C”  
PLANS**

[See Attached]

DRAFT

I

DRAFT

## Economic Development Corporation

H.3

**Meeting Date:** September 24, 2025

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

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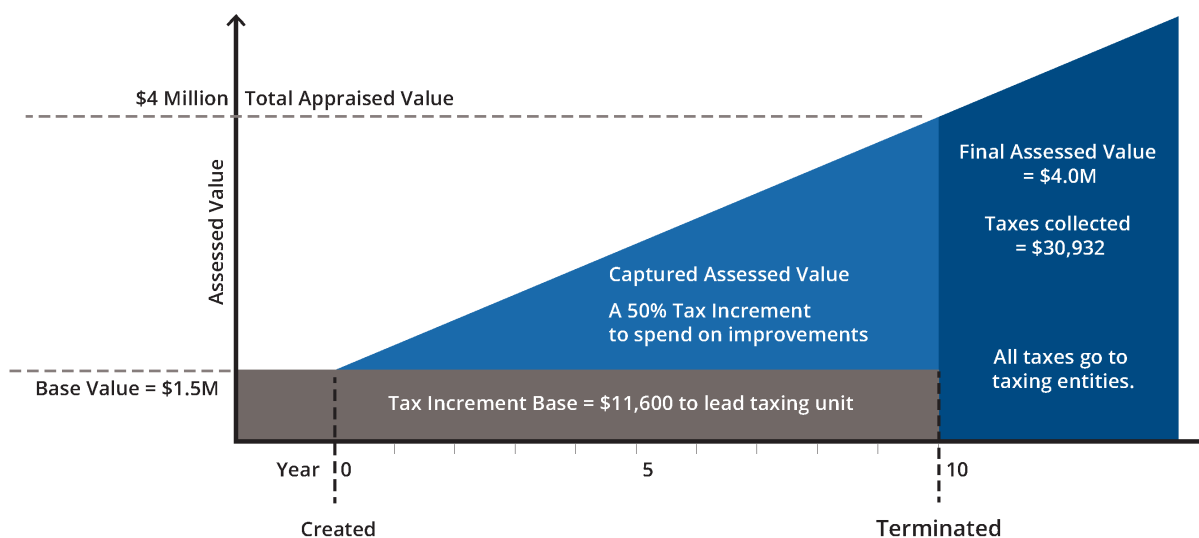
### Subject:

Consideration and action on approving contract with Calderon Economic Development Services for the creation of a Tax Increment Reinvestment Zone (TIRZ). **Fred Welch, Executive Director, Copperas Cove EDC.**

### Description/Information:

A tax increment reinvestment zone is an economic development tool initiated by a political subdivision of a municipality or county in the state of Texas. It is a tool to subsidize improvement projects (infrastructure, public improvements. It is a great tool for redevelopment and community improvement projects. It can also be used in areas not served by streets, water and sewer etc. to extend service for commercial/industrial development.

A more detailed explanation of a TIRZ is found in Chapter 311 of the tax code



Mr. Bill Calderon with Calderon Economic Development Services in Houston has been working with municipalities in Texas for 30+ years in tax increment financing and TIRZ creation. The intent of this contract is to conduct a feasibility analysis on the impact of a TIRZ in Copperas Cove and how to best utilize this economic development tool to attract development into the city on vacant or underutilized properties.

### Advantages to a TIRZ –

1. The TIRZ is implemented to help finance public infrastructure development that would not occur “but for” creation of the zone. A developer can build public infrastructure and public improvements to enhance infrastructure within a defined area.
  - a. Financing can be by bonds or by way of 380 agreements
  - b. Debt service does not go against the city but purely on the increase in ad valorem taxes created by the project
  - c. Property in the ETJ can be included in a TIRZ
  - d. Counties, and special jurisdictions (community colleges) are eligible to participate by agreement
2. Eligible projects in a TIRZ
  - a. Developing raw land as well as redevelopment of mixed use and other development
  - b. Expands the tax base for the city, county and other jurisdictions
  - c. A partnership with other jurisdictions can greatly assist in financing project costs

**City participation** – In the budgetary process for both City of Copperas Cove and Copperas Cove EDC funds were allocated for this study and possible creation of a TIRZ in Copperas Cove. Based on conversations with the City Attorney and EDC attorney it is easier for one body to initiate the agreement and the other entity to reimburse for its participation. The city and EDC have agreed to split this cost 50-50

### **Financial Impact:**

The approved budget for 2025-2026 has \$100,000 budgeted for creation of the TIRZ and the Marketing/Branding project with the city. Approximately \$45,000 of the \$90,000 total contract would come from this line item with a similar amount provided by the city of Copperas Cove paid directly to the EDC.

### **Action/Recommendation:**

The EDC staff recommends the Board of Directors approve the professional services agreement with Calderon Economic Development Services and authorize the Executive Director to sign and initiate this agreement.

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### **Attachments**

Contract CEDS

PowerPoint on TIRZ Creation May 20, 2025, to City Council



A Brief Presentation to the City of  
Copperas Cove on Tax Increment  
Financing in Texas  
May 20, 2025



# Introduction

This discussion will provide an overview of Chapter 311, Texas Tax Code / and Tax Increment Financing in Texas.

- ◆ Use of the Economic Development tool for raw land development, redevelopment both mixed use and other
- ◆ Excellent tool for tax base expansion
- ◆ Partnership with other jurisdictions to finance project costs

# Tax Increment Reinvestment Zones

- ◆ Purpose
  - ◆ A TIRZ is implemented to help finance public infrastructure development that would not occur “but for” creation of the Zone.
- ◆ Powers and Duties
  - ◆ Zone exists to finance public improvements and enhance infrastructure within a defined area
  - ◆ Tax increment financing can only be initiated by a city or a county
  - ◆ Property in a city’s ETJ can be included in a TIRZ
  - ◆ Counties, and special districts or jurisdictions are eligible to participate by agreement

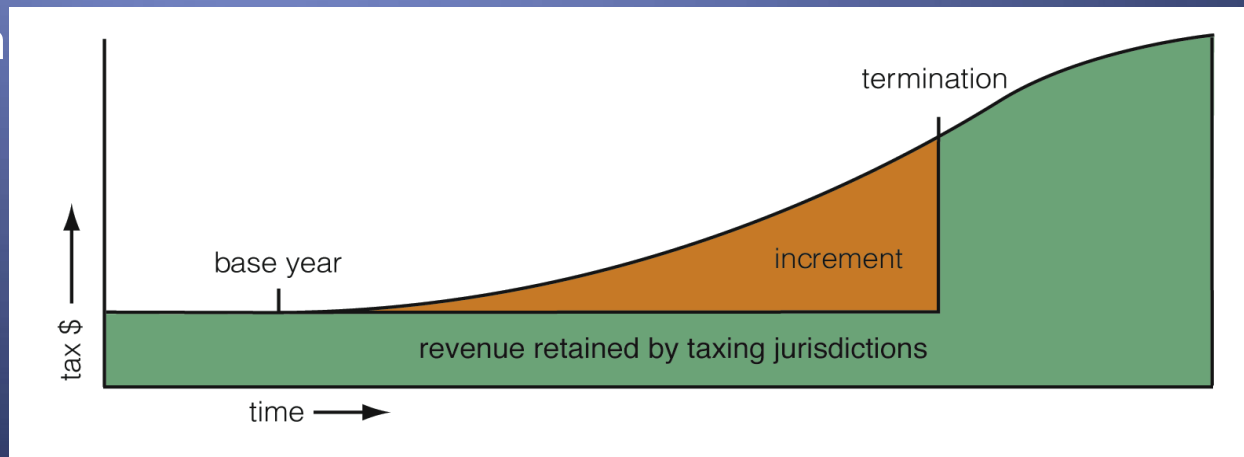
# Tax Increment Reinvestment Zones

- ◆ Eligibility Criteria

- ◆ A city must conclude that one of the following is true of conditions within the Zone:
  - ◆ Area is predominantly open with physical and economic constraints to development
  - ◆ An area's tax base is relatively low
  - ◆ There is significant potential to stimulate new development
  - ◆ Defective or inadequate sidewalks, utilities or street layout
  - ◆ Faulty lot layout in relation to size, adequacy, accessibility or usefulness

# Tax Increment Reinvestment Zones

- ◆ Concept
  - ◆ City or County establishes a Zone and its real property Base Value
  - ◆ Private or public investors construct public infrastructure within Zone
  - ◆ Real property values increase
  - ◆ Increase in real property value (increment) pays for new infrastructure
  - ◆ Zone



# Tax Increment Reinvestment Zones

- ◆ Revenue
  - ◆ Revenue is derived from the increment created by public/private investment; can now also include incremental sales taxes.
- ◆ Bonds
  - ◆ The revenues from TIRZ can be used to finance debt service on taxable and tax exempt bonds.
  - ◆ Other notes and obligations can also be financed with TIRZ
- ◆ Project Plan and Finance Plan
  - ◆ Governs and defines proposed use of incremental revenues
  - ◆ Can be amended
  - ◆ Can utilize Chapter 380 grants & loans for development



# Tax Increment Reinvestment Zones

- ◆ Permitted Uses of Increment
  - ◆ Capital project costs including but not limited to:
    - ◆ Paving
    - ◆ Drainage
    - ◆ Sanitary Sewer
    - ◆ Water
    - ◆ Public Use Facilities
    - ◆ Streets & Street Lights
    - ◆ Parking Facilities
    - ◆ 380 agreements
  - ◆ Professional services including but not limited to:
    - ◆ Architectural
    - ◆ Planning
    - ◆ Engineering
    - ◆ Legal
    - ◆ Imputed administrative costs
    - ◆ Environmental Studies
    - ◆ Operation and Administration of the Zone
    - ◆ Financing

# Tax Increment Reinvestment Zones

- ◆ Administration
  - ◆ Zone Administered by 5-15 member board of directors
  - ◆ Board appointed by the city
  - ◆ Each additional taxing unit may appoint one member
  - ◆ Members are appointed for two-year terms
  - ◆ Vacancies filled by city (or taxing unit) appointment
- ◆ Duration
  - ◆ Zone is dissolved when the earlier criteria is met:
    - ◆ Termination date designated in the ordinance
    - ◆ TIRZ termination ordinance adopted subsequent to the creation of the zone
    - ◆ When all project costs, notes, other obligations, bonds and interest on those bonds have been paid in full



# Creation steps

- ◆ Determine target area
- ◆ Insure there is development potential or specific projects to be assisted.
- ◆ Run an analysis of land use in the proposed zone; residential not over 30%
- ◆ Run an Analysis of revenue versus project costs
- ◆ Determine jurisdictional partners
- ◆ Prepare a preliminary project plan / finance plan
- ◆ Discuss participation with other jurisdictions

# Creation continued

- ◆ Prepare and publish notice -7 days before hearing
- ◆ Conduct hearing
- ◆ Consider ordinance to create zone
- ◆ Appoint a board of Directors
- ◆ Work with board to finalize and approve the project plan finance plan
- ◆ Final approval is by City Council
- ◆ Approve inter-local agreements with participating jurisdictions

# Board of Directors

- ◆ Eligibility criteria---
- ◆ Must be a qualified voter in the creating jurisdiction
- ◆ Must be at least 18 years of age
- ◆ No more than 15 members total—we recommend 5-7
- ◆ Each jurisdiction that participates gets at least one appointment
- ◆ Terms last two years—should stagger to create continuity
- ◆ Usually council appoints chairperson
- ◆ Officers are usually elected by the board

# Odds and Ends

- ◆ Annual reporting is required to the State Comptroller
- ◆ Termination of the zone is possible if City assumes obligations
- ◆ Zone terminates by operation of law once plan implementation has been completed

# Redevelopment Authorities

- ◆ Authorized by Chapter 431 –Texas Transportation Code
- ◆ Significantly enhances powers/duties of the board
- ◆ Powers are contracted—Tri-party agreement and can include: land assembly, actual development projects, infrastructure projects, local matches for government grants, implementation of plan on City's behalf, entering into development agreements, approving notes and other financing facilities, and the sale of bonds with City Council consent.
- ◆ Budgeting
- ◆ Component units of the City



3815 Montrose Avenue  
Suite 201  
Houston, Texas 77006  
[www.Calderoneds.com](http://www.Calderoneds.com)  
713-724-4460

**Economic Development Corporation**

**H.4.**

**Meeting Date:** September 24, 2025

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

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**SUBJECT:**

Consideration and action on approving RFQ 2025-02 for selection of a Construction Manager at Risk (CMAR) for the new CCEDC Office Building and Meeting Center on Patriot Circle. **Fred Welch, Executive Director, Copperas Cove EDC.**

**Description/Information**

As a part of the contract with MRB for the first phase of design and development for the EDC office building a RFQ would be prepared by the consultant to assist the EDC in selection of a construction manager at risk (CMAR) for delivery of the CCEDC Office and Meeting Center Building. This selection will provide service to the EDC and MRB in the initial design and engineering for the building to arrive at a fixed cost for work at a guaranteed maximum price. The CMAR will assist CCEDC and the design team in the areas the following areas as defined in the attached RFQ

1. Pre-Construction Services
2. Guaranteed Maximum Price Proposal
3. Construction Services
4. Project Closeout

The RFQ schedule will allow for vetting and selection of the CMAR consultant at the October meeting for the CCEDC

**Recommendation**

Staff recommends approval of RFQ 2025-2 for solicitation of interest for Construction Manager at Risk for the New CCEDC Office and Meeting Center

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Attachments:

RFQ 2025-2



**Request For Qualifications (RFQ)**  
*for*  
**CONSTRUCTION MANAGER at RISK**  
**New CCEDC Office and Meeting Center**

**RFQ No.: [2025-2]**

**Date Issued: September 25, 2025**

**Submittal Due Date: October 15, 2025**

**Time Due: 3:00 PM CST**

**Location: 207 S 3rd St, Copperas Cove, TX 76522**



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# 1. INTRODUCTION

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC”) is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the Executive Director’s Office located at 207 South. 3RD Street, Suite 200, Copperas Cove, Texas 76522. CCEDC’s normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

All STATEMENT OF QUALIFICATIONS (SOQs) will be received until 3:00 p.m. Central Time, on October 15, 2025, shortly thereafter all submitted RFQ’S will be gathered and taken to CCEDC’s Public Meeting Room, to be publicly opened and read aloud. Any SOQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any SOQ submitted shall have sufficient time to be received by the Executive Director’s Office prior to the RFQ opening date and time. The receiving time in the Executive Director’s Office will be the governing time for acceptability of the SOQs. SOQs will not be accepted by email, telephone, or facsimile machine. All SOQs must bear original signatures and figures.

# 2. PROJECT INFORMATION

## 2.1 PURPOSE

The Copperas Cove Economic Development Corporation (CCEDC) is seeking Statements of Interest and Qualifications from experienced Construction Manager at Risk (CMAR) firms for the delivery of a new 9,000–12,000 square foot CCEDC Office and Meeting Center Building, with an estimated Cost of Work (as defined in Article 7 – Cost of the Work for Construction Phase – AIA contract document A133) of **\$3,000,000 (Three Million US Dollars)**. **The Contract will include a Guaranteed Maximum Price (GMP).**

The selected CMAR will collaborate closely with CCEDC and its design team to provide preconstruction services, including cost estimating, constructability reviews, scheduling, and value engineering. Upon completion of design, the CMAR will assume responsibility for managing construction, including subcontractor procurement, schedule management, quality control, and budget adherence, ensuring successful delivery of the project from concept through completion.

The contract for preconstruction services and for the construction of the new building will be the **AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**. The contract will also include **AIA Document A201-2007 General Conditions of the Contract for Construction**. Upon reaching an agreement on the GMP the contract will include:

- AIA Document A133-2019, Exhibit A, Guaranteed Maximum Price Amendment
- AIA Document A133-2019, Exhibit B, Insurance and Bonds Amendment

**REQUIREMENT FOR RETAINAGE** - 10% of each progress payment made prior to Substantial Completion will be withheld as retainage from each Application for Payment.

**BONDING REQUIREMENT** - The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

- Payment Bond - securing contract performance for the full contract amount.
- Performance Bond - ensuring payment to subcontractors, suppliers, and labor for the full contract amount.

## 2.2 BACKGROUND

The existing EDC office facility has become too small to meet CCEDC's operational needs. It currently houses all administrative staff and a single meeting room. To address growth and improve functionality, CCEDC has acquired property located at 1802 Patriot Circle, Copperas Cove, TX 76522 (approximately 1 acre), where the new facility will be constructed.

The new building will house administrative offices for CCEDC, provide additional professional office space for lease, and include shared conference and training facilities to support business development and community engagement.



## 2.3 PROJECT GOALS

The goal of this project is to deliver a facility that meets CCEDC's current and future needs while reflecting the community's values, supporting growth, and ensuring long-term functionality. The following objectives will guide the project from planning through completion:

- 1. Customer Convenience**
  - Provide a facility that is accessible, ADA compliant, and user-friendly.
  - Ensure safe ingress/egress, efficient site circulation, and adequate parking (1.5 spaces per 100 SF).
- 2. Future Growth**
  - Design the site and building systems to allow for future expansion, including potential office, community, or educational spaces.
- 3. Visibility & Image**
  - Create a facility with strong street presence and architectural character that reflects CCEDC's identity and enhances the city's image.
- 4. Site Constraints**
  - Address topography, environmental conditions, zoning, and utility infrastructure during planning.
  - Integrate these requirements into budgets and schedules to minimize risk.

**5. Building Requirements**

- Provide program areas including offices for 4–6 staff, records, breakroom, training/conference rooms, and two independent office suites (~2,000 SF each).
- Include shared amenities such as a large conference room, smaller meeting room, common restrooms, and break area.

**6. Sustainability & Efficiency**

- Incorporate sustainable practices, emphasizing energy and water conservation.
- Use durable materials and systems that support long-term efficiency and reduced lifecycle costs.

**7. Budget & Delivery**

- Establish realistic budgets through accurate cost estimating and GMP development.
- Deliver the project on schedule, on budget, and with high quality.

---

### 3. SCOPE OF SERVICES

The selected Construction Manager at Risk (CMAR) will provide comprehensive pre-construction and construction services for the development of the new Copperas Cove Economic Development Corporation (CCEDC) offices and professional office building located at 1802 Patriot Circle, Copperas Cove, TX.

The CMAR will serve as a collaborative partner throughout the project lifecycle, working closely with CCEDC and the design team to ensure the project is delivered on time, within budget, and to the highest quality standards:

**1. Pre-Construction Services**

- Evaluating the Owner's program, budget, and schedule, and recommending adjustments as needed.
- Conducting regular coordination meetings with the Owner and Architect.
- Reviewing design documents for constructability, site use, material selections, and cost-saving opportunities.
- Preparing and updating cost estimates at each design phase and advising on budget compliance.
- Developing and maintaining a detailed project schedule, including procurement of long-lead items.
- Assisting with bidder interest, procurement planning, and subcontractor engagement.
- Providing recommendations on sustainability, project phasing, and risk management.
- Delivering a staffing plan for preconstruction services and ensuring compliance with applicable laws and codes.

**2. Guaranteed Maximum Price Proposal**

- A complete cost of the work estimate, contingency, and fee.
- A written statement of basis, including drawings/specifications, clarifications, allowances, completion date, and acceptance deadline.
- Meetings with the Owner and Architect to review and adjust the proposal as needed.

- Execution of a Guaranteed Maximum Price Amendment upon Owner acceptance.
- Inclusion of applicable taxes and compliance with all agreed assumptions and clarifications.

### **3. Construction Services**

- Begin work upon execution of the GMP Amendment (or earlier by written agreement).
- Coordinate and lead construction meetings, providing schedules, meeting minutes, and regular updates.
- Submit monthly progress reports and maintain detailed daily logs of site activity, workforce, and conditions.
- Implement a cost-control system to monitor expenditures, track variances, and report regularly to the Owner and Architect.
- Serve as the general contractor during construction, holding all trade contracts.
- Maintain site safety and compliance with OSHA and local regulations.

### **4. Project Closeout**

- Deliver warranties and operations manuals.
- Assist with final inspections and occupancy approvals.
- Provide training to CCEDC staff on building systems and maintenance procedures.
- Ensure completion of punch list items and final project reconciliation.

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## **4. RFQ SCHEDULE**

The anticipated RFQ schedule is as follows:

<b>RFQ Issued:</b>	September 24, 2025
<b>Deadline for Questions:</b>	October 7, 2025, at 12:00 pm CST
<b>RFQ Submittal Deadline:</b>	October 15, 2025
<b>Evaluation of Submittals:</b>	October 16, 2025
<b>Interviews (if required):</b>	October 21, 2025
<b>Contract Awarded:</b>	October 22, 2025

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## **5. SUBMITTAL INSTRUCTIONS**

### **5.1 RFQ RESPONSE**

To be considered for selection, respondents must submit a complete response to this RFQ. One (1) original and five (5) copies of each proposal must be submitted to Copperas Cove Economic Development Corporation (CCEDC), the issuing agency. In addition, a USB with a PDF file of the response must be provided. No other distribution of the proposal shall be made by the proposer.

## 5.2 PROPOSAL PREPARATION

Qualifications shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency (CCEDC) requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Qualifications that are substantially incomplete or lack key information may be rejected by the purchasing agency.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Qualifications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

Qualifications should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFQ. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFQ. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.

The proposal should contain a table of contents which cross-references the RFQ requirements. Information the proposer desires to present that does not fall within any of the requirements of the RFQ should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Qualifications that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFQ requirements are specifically addressed.

As used in this RFQ, the terms *must*, *shall*, *should*, and *may* identify the criticality of requirements. *Must* and *shall* identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as *should* or *may* are highly desirable, although their absence will not have a large impact. They would be useful but are not necessary. Depending on the overall response to the RFQ, some individual *must* and *shall* items may not be fully satisfied, but it is the intent to satisfy most, if not all, *must* and *shall* requirements. The inability of a proposer to satisfy a *must* or *shall* requirement does not automatically remove that proposer from consideration; however, it may seriously affect the overall rating of the proposer's submission.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

## 5.3 ORAL PRESENTATION

Proposers who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are at the option of the purchasing agency and may or may not be conducted.

## 5.4 SPECIFIC PROPOSAL INSTRUCTIONS

Qualifications should be as thorough and detailed as possible so that CCEDC may properly evaluate your capabilities to provide Construction Manager at Risk (CMAR) services for the development of a professional office building. Each proposal must include the following, in the order listed below (maximum 30 pages, excluding required forms and appendices):

1. Cover Letter
2. Firm Information
3. Relevant Experience
4. Project Approach and Schedule
5. Project Team
6. Insurance, Bonding, and Contract Statement
7. Litigation and Regulatory History
8. Safety Record
9. Financial Stability

**Required Forms (not included in page count):**

- Conflict of Interest Questionnaire
- Verification of No Boycotting Israel
- Verification of No Boycott Energy Companies
- Verification of No Discrimination Against Firearm Entity or Firearm Trade Association

## 5.5 PROPOSAL INSTRUCTION EXPANDED

Responses shall be **organized in the order above** and limited to **20 pages maximum** (excluding required forms, appendices, and cover materials):

1. **Cover Letter**
  - Briefly summarize the firm's interest in the project, understanding of the scope, and unique qualifications.
  - Identify the primary point of contact with phone number and email address.
2. **Firm Information**
  - Legal name, business address, and telephone number.
  - Firm ownership and legal structure (corporation, partnership, LLC, etc.).
  - Location of the office(s) where preconstruction and construction services will be managed.
  - Description of the firm, including:
    - Principals and leadership structure.
    - Number of employees by discipline.
    - Longevity in business and overall client base.
    - Areas of specialization and expertise.
  - Demonstrated financial stability, including bonding capacity sufficient for this project.
3. **Relevant Experience**
  - Provide recent experience with Construction Manager at Risk (CMAR) delivery for office buildings or comparable commercial facilities.

- Highlight successful examples of preconstruction services, GMP development, cost estimating, value engineering, constructability reviews, subcontractor management, quality control, and schedule management.
- Describe the firm's track record in completing projects within a GMP structure while maintaining budget discipline and quality.

#### **4. Project Approach and Schedule**

- Describe the methodology for delivering CMAR services on this project, including:
  - Preconstruction services (cost estimating, GMP development, value engineering).
  - Subcontractor procurement approach.
  - Budget management and cost tracking.
  - Quality control and safety management.
  - Strategies for maintaining or accelerating the schedule.
- Provide a preliminary project schedule outlining key milestones for preconstruction, GMP development, construction, and closeout.
- Identify any innovations, alternative methods, or added services that could enhance value, improve cost control, or reduce delivery time.

#### **5. Project Team**

- Provide an organizational chart identifying the Construction Manager, Project Manager, Superintendent, key personnel, and any consultants assigned to the project.
- Include summaries of roles, responsibilities, qualifications, licenses, certifications, safety credentials, education, and years of experience.
- Identify the individual who will serve as the primary CMAR Project Manager and describe their experience with GMP development and office building delivery.
- Do not list staff not directly assigned to the project. If multiple managers or teams are proposed, explain why and how they will be integrated.
- Provide specific experience of the proposed Project Manager and Superintendent with CMAR office building projects, including GMP negotiations, subcontractor coordination, and cost/schedule management.

#### **6. Insurance, Bonding, and Contract Statement**

- Provide a statement acknowledging review of and willingness to comply with:
  - Appendix A – Standard Clauses for CCEDC Contracts.
  - Appendix B – Minimum Insurance Standards for CCEDC Contracts.
- Provide evidence of bonding capacity sufficient to cover the size and scope of this project.

#### **7. Litigation and Regulatory History**

- List any lawsuits, administrative claims, or regulatory fines in which the firm has been involved within the past five (5) years.
- Include OSHA violations, Department of Labor findings, or similar regulatory actions.

#### **8. Safety Record**

- Provide the firm's Experience Modification Rate (EMR) for the last three years.
- Include OSHA recordable incident rates and lost time accident rates.
- Summarize the firm's safety program, training requirements, and safety culture initiatives.



### 9. Financial Stability

- Provide evidence of financial capacity to successfully complete the project under a GMP contract.
- Include bonding letter, credit references, or other relevant documentation.

## 6. EVALUATION CRITERIA

Requests for Qualifications will be evaluated based on the criteria below, by the Copperas Cove Economic Development Corporation's Executive Director and both the Building Committee and Copperas Cove municipal representative.

EVALUATION CRITERIA	EVALUATION FOCUS	POINTS AVAILABLE
<b>Firm Qualifications &amp; Stability</b>	Firm profile, ownership, structure, offices, specialization, financial capacity, bonding, litigation, safety record.	<b>20</b>
<b>Relevant CMAR Experience</b>	CMAR delivery experience with office/commercial projects, preconstruction services, GMP development, value engineering, constructability review, subcontractor management, quality, and schedule success.	<b>25</b>
<b>Project Approach &amp; Schedule</b>	Methodology for CMAR services (preconstruction, GMP, procurement, cost/schedule control, safety). Preliminary schedule and innovations/value-added strategies.	<b>25</b>
<b>Project Team &amp; Personnel</b>	Experience and qualifications of Project Manager, Superintendent, and key staff. CMAR/GMP expertise, roles, responsibilities, certifications, safety credentials.	<b>20</b>
<b>Safety &amp; Risk Management</b>	EMR, OSHA recordables, lost-time rates, safety program, training, compliance with insurance/bonding.	<b>10</b>

## 7. ADMINISTRATIVE & LEGAL REQUIREMENTS

### 7.1 RIGHT TO REJECT / AWARD

CCEDC reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to CCEDC.

## **7.2 ASSIGNMENT**

Respondents are advised that CCEDC shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ, in whole or in part, to a third party without the written approval of CCEDC.

## **7.3 AWARD**

Respondents are advised that the CCEDC is soliciting RFQs, and award shall be made to the respondent that, in the opinion of CCEDC, is the best qualified.

## **7.4 NUMBER OF CONTRACTS**

CCEDC reserves the right to award one contract or no contract in response to this RFQ.

## **7.5 STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders, and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder. Such requirements shall apply to the contract throughout and will be deemed to be included in the contract as though written out in full in the contract documents.

## **7.6 ALTERATIONS / AMENDMENTS TO RFQ**

The RFQ cannot be altered or amended after opening time. Alterations made before opening time must be initialed by respondents guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by CCEDC.

## **7.7 LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/requirements.

## **7.8 PAYMENT**

CCEDC will execute payment by mail in accordance with the State of Texas Pay Law, after services have been completed, introduced to CCEDC, and found to meet CCEDC's specifications/requirements. No other method of payment will be considered.

## **7.8 SYNONYM**

Where in this solicitation package *Construction Manager at Risk (CMAR) Services for New Professional Office Building* is used, its meaning shall refer to the request for *Pre-Construction and Construction Phase Services for the New CCEDC Professional Office Building* as specified.

## **7.9 RESPONDENT'S EMPLOYEES**

Neither the respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of CCEDC. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. CCEDC shall have the right of inspection of said undertakings at any time.

### **7.10 INDEMNIFICATION CLAUSE**

The respondent agrees to indemnify and save harmless CCEDC from all suits and actions of every nature and description brought against them, or any of them, for or on account of the use of patented appliances, products, or processes. The respondent shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products, or processes are used.

### **7.11 INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by CCEDC in accordance with paragraph entitled *"Addenda and Modifications."*

### **7.12 VERBAL THREATS**

Any threats made to any employee of CCEDC, be it verbal or written, to discontinue providing of items/material/services for whatever reason and/or reasons shall be considered a breach of contract and CCEDC will immediately sever the contract with the Respondent/Consultant on contract.

### **7.13 CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the Respondent should be clearly noted on the pages where confidential information is contained; however, CCEDC cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

### **7.14 PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

### **7.15 JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Coryell County, Texas.

### **7.16 RIGHT TO AUDIT**

CCEDC reserves the right to audit the vendor's books and records relating to the performance of this contract. CCEDC, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

If such an audit shall disclose overpayment by CCEDC to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the CCEDC. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **7.17 VENUE**

The parties agree that the venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Coryell County, Texas.

### **7.18 CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity.

By law, this questionnaire must be filed with the records administrator of the Copperas Cove Economic Development Corporation not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under chapter 176 is a class "C" misdemeanor.**

### **7.19 RIGHT TO ASSURANCES**

In the event CCEDC, in good faith, has reason to question the intent of the Vendor to perform, CCEDC may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, CCEDC may treat this failure as an anticipatory repudiation of the Agreement.

#### **7.19.A ANTI-BOYCOTT VERIFICATION**

To the extent any Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

#### **7.19.B IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS**

To the extent any Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with

Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

#### **7.19.C NO DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES**

To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the EDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or  
(b) does business with a company described by (a) above.

#### **7.19.D NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the EDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. For further definitions of terms used in the statute, please see Section 2274.002, Texas Government Code.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

#### **7.20 ETHICAL STANDARD**

No CCEDC official or employee shall have interest in any contract resulting from this bid.

The following forms must be completed with your bid response:

- Conflict of Interest Questionnaire
- Anti-Boycott Verification Form
- Fossil Fuels Verification Form
- Firearm Companies Verification Form

The forms stated above **MUST** be returned as part of your response. Failure to include these forms may result in your RFQ being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the RFQ.

*FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFQ submittal but will be required from the awarded party before entering into a contract with the Copperas Cove Economic Development Corporation.*

## **7.21 CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract, the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of CCEDC, and any applicable federal laws and regulations relating to confidentiality.

## **7.22 TERMINATION OF CONTRACT**

CCEDC reserves the right to terminate the contract as per AIA Document A133 - Article 13 – TERMINATION OR SUSPENSION. Termination Prior to Execution of the GMP shall comply with section 13.1. Termination or Suspension Following Execution of GMP Amendment shall comply with section 13.2. Termination can be with cause or at the Owner's convenience.

## **7.23 RESPONSE DEADLINE**

Responses to the RFQ must be addressed to Executive Director, Copperas Cove Economic Development Corporation, by **October 15, 2025 until 3:00 p.m.** for consideration.

An original and six (6) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for:

“CMAR Services for the New EDC Offices and Meeting Center”

In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered, Land Courier, and Regular Mail:  
Copperas Cove Economic Development Corporation  
c/o Executive Director  
207 S. 3rd Street, Suite 200  
Copperas Cove, TX 76522

## **7.24 ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Building Committee.

At the request of the respondent, or in the event CCEDC deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents.

All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding.

It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their SOQ Submittal.

Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by CCEDC and as such are made part of the original solicitation documents.

Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. CCEDC may issue a written addendum no later than five calendar days prior to the date bids must be received.

**Addendums are available online at:**

[www.coveedc.com/business/projectandrfp](http://www.coveedc.com/business/projectandrfp)

## **7.25 SOQ PREPARATION COSTS**

The CCEDC shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of an SOQ or for any work performed prior to execution of contract.

## **7.26 EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

## **7.27 AUTHORIZATION TO BIND RESPONDENT TO SOQ**

SOQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your SOQ. Person signing SOQ must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent — whether corporation, partnership, or individual — shall also be stated in the SOQ.

- **Corporation:** A corporation shall execute the SOQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated.
- **Partnership:** A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the SOQ.
- **Individual/Partnership:** Partnership and Individual Respondent shall state in the SOQ the names and addresses of all persons with a vested interest therein.

The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## 7.28 CONFIDENTIAL INFORMATION

Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## 7.29 INSURANCE & BOND REQUIREMENTS

The following insurance requirements will be included in all CCEDC contracts of \$15,000 or more. The successful respondent will be required to carry the following insurance coverage and limits of coverage, as well as list CCEDC as an additional insured to liability coverage as requested by CCEDC.

In addition, the successful bidder shall provide CCEDC with evidence of coverage and furnish acceptable proof of payment of insurance premiums. The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

MINIMUM INSURANCE REQUIREMENTS	
TYPE OF COVERAGE	LIMITS OF LIABILITY
<b>Worker's Compensation</b>	Statutory Coverage
<b>Employer's Liability:</b> Bodily Injury by Accident	\$100,000 each accident
<b>Employer's Liability:</b> Bodily Injury by Disease	\$100,000 each employee / \$500,000 policy limit
<b>Comprehensive General Liability:</b> Bodily Injury	\$250,000 each person / \$500,000 each occurrence
<b>Comprehensive General Liability:</b> Property Damage	\$100,000 each occurrence / \$100,000 aggregate OR \$500,000 combined single limit
<b>Comprehensive Auto Liability:</b> Bodily Injury	\$100,000 each person/\$500,000 each occurrence
<b>Comprehensive Auto Liability:</b> Property Damage	\$100,000 each occurrence/ \$100,000 aggregate or \$500,000 combined single limits
<b>EDC's Protective Liability:</b> Bodily Injury	\$250,000 each person / \$500,000 each occurrence



MINIMUM INSURANCE REQUIREMENTS	
TYPE OF COVERAGE	LIMITS OF LIABILITY
<b>EDC's Protective Liability:</b> Property Damage	\$100,000 each occurrence / \$100,000 aggregate OR \$500,000 combined single limits

Policies must name the Copperas Cove Economic Development Corporation as an Additional Named Insured. Certificates of insurance naming CCEDC as an additional insured shall be submitted to CCEDC for approval prior to any services being performed by Contractor.

Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to CCEDC prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to CCEDC. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

The selected respondent shall provide evidence of bonds as outlined below (Bonds shall be issued by a licensed surety company, in the full contract amount):

- **Performance Bond** – securing contract performance.
- **Payment Bond** – ensuring payment to subcontractors, suppliers, and labor.

## 8. AWARD OF CONTRACT

CCEDC may select one (1) firm to provide Construction Manager at Risk (CMAR) services based on this evaluation, or it may choose to follow up with an interview on October 21, 2025, if necessary. This process will result in the selection of a CMAR firm to provide services for the construction of the professional office building.

CCEDC reserves the right to reject any and all SOQs for any reason whatsoever. CCEDC may waive informalities or irregularities in the SOQs received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by CCEDC not prejudicial to other SOQs.

Selection shall be made of the respondent deemed to be fully qualified and best suited among those submitting qualifications on the basis of the evaluation factors included in the Request for Qualifications. Negotiations shall be conducted with the proposer so selected.

After negotiations have been conducted, CCEDC shall select the respondent which, in its opinion, has made the best proposal and shall award the CMAR contract to that respondent. CCEDC may cancel this Request for Qualifications or reject qualifications at any time prior to an award and is not required to furnish a statement of the reasons why a particular SOQ was not deemed the most advantageous.

Should CCEDC determine in writing and in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a CMAR contract may be negotiated and awarded to that respondent.

The award document will be **AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.** This document will incorporate by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposed fees as negotiated. After the selection of the most qualified firm, the scope of pre-construction and construction services, the fee structure, and the process for establishing the Guaranteed Maximum Price (GMP) will be submitted to the CCEDC Board for approval.

If CCEDC and the selected firm cannot successfully negotiate an agreement, then CCEDC will enter into negotiations with the next best qualified firm on the evaluation rating list.

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## 9. CCEDC CONTACT

If you should have any questions regarding the preparation of the RFQ contact Fred Welch, Executive Director Copperas Cove EDC, [fwelch@coveedc.com](mailto:fwelch@coveedc.com) or phone 254-547-7874

Responses to the RFQ must be addressed to Executive Director's Office, Copperas Cove Economic Development Corporation, and received at CCEDC's offices 207 South 3rd Street, Copperas Cove, TX 76522 by October 15, 2025 no later than 3:00 pm. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The SOQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the CMAR Services for New EDC Offices and Meeting Center.

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor doing business with local governmental entity****FORM  
C IQ****OFFICE USE ONLY**  
Date Received**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**^ Name of vendor who has a business relationship with local governmental entity.**

- ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**Name of local government officer about whom the information is being disclosed.**

Name of Officer

**Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

- A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

- ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- B) a transaction conducted at a price and subject to terms available to the public; or
- C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if
  - a. the vendor:
    - i. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - 1. a contract between the local governmental entity and vendor has been executed; or
      - 2. the local governmental entity is considering entering into a contract with the vendor;
    - ii. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - 1. a contract between the local governmental entity and vendor has been executed; or
      - 2. the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- A) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - a. has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - b. has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - c. has a family relationship with a local government officer of that local governmental entity.
- B) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - a. the date that the vendor:
    - i. begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - ii. submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - b. the date the vendor becomes aware:
    - i. of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - ii. that the vendor has given one or more gifts described by Subsection (a); or
    - iii. of a family relationship with a local government officer.

**VERIFICATION OF NO BOYCOTTING ISRAEL**

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

**1. Does not boycott Israel currently; and**

**2. Will not boycott Israel during the term of the contract.**

**1) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

**SIGNATURE OF COMPANY REPRESENTATIVE:**

**TYPE/PRINT NAME AND TITLE:**

**DATE:**

**VERIFICATION OF NO BOYCOTT ENERGY COMPANIES**

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named- above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

*Pursuant to Section 2274.001, Texas Government Code:*

- 1. "Boycott energy company has the meaning assigned by Section 809.001; and*
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

**SIGNATURE OF COMPANY REPRESENTATIVE:**

**TYPE/PRINT NAME AND TITLE:**

**DATE:**

**VERIFICATION OF NO DISCRIMINATION AGAINST  
FIREARM ENTITY OR FIREARM TRADE  
ASSOCIATION**

I, \_\_\_\_\_ the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named- above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- 2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

*Pursuant to Section 2274.001, Texas Government Code:*

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) "Discriminate against a firearm entity or firearm trade association":*
  - a. means, with respect to the entity or association, to:*
    - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
    - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
    - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
  - b. does not include:*
    - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
    - ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
      - 1. to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
      - 2. for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.*
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted*

*on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

- 6) *"Firearm entity" means:*
- a. firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
  - b. a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a. is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
  - b. has two or more firearm entities as members; and*
  - c. is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

**SIGNATURE OF COMPANY REPRESENTATIVE:**

**TYPE/PRINT NAME AND TITLE:**

**DATE:**



**Economic Development Corporation**

**I.1.**

**Meeting Date:** September 24, 2025

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

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**UPDATE**

1. Executive Director's Report. **Fred Welch, Executive Director, Copperas Cove EDC**
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**Economic Development Corporation**

**I.2.**

**Meeting Date:** September 24, 2025

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

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**UPDATE**

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

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**Economic Development Corporation**

**I.3.**

**Meeting Date:** September 24, 2025

**Contact:** Sheena Tanner, Marketing Director, Copperas Cove EDC

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**UPDATE**

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

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**Economic Development Corporation**

**I.4.**

**Meeting Date:** Septemeber 24, 2025

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

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**UPDATE**

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

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**Economic Development Corporation**

**I.5**

**Meeting Date:** September 25, 2025

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

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**UPDATE**

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

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