



City of Belton, Texas

City Council Meeting Agenda
Tuesday, March 12, 2024 - 5:30 p.m.
Wright Room at the Harris Community Center
401 N. Alexander, Belton, Texas

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Mayor Pro Tem John R. Holmes, Sr.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Police Chief Larry Berg.

"Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible."

Invocation. The Invocation will be given by Councilmember Dave Covington.

1. Call to order.
2. Public Comments.

Citizens who desire to address the Council on any matter may register to do so prior to this meeting and speak during this item. Forms are located on the table outside of the south side entry to the meeting room. Please state your name and address for the record and limit your comments to three minutes. Also, please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.

3. Proclamation: *Theatre in Our Schools Month – March 2024*

Consent Agenda

Items 4-9 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. Consider minutes of February 27, 2024, City Council meeting.
5. Consider a resolution appointing election officers for the May 4, 2024, Special Election.
6. Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.
7. Consider authorizing the City Manager to execute a Street Use License Agreement with ARIT Investment, LLC to authorize the construction of a subdivision sign in the public right-of-way.
8. Consider authorizing a Construction Manager at Risk contract with RM Rodriguez Construction for the rehabilitation of the historic Mt. Zion United Methodist Church.
9. Consider implementing recommendations of the City's Beautification Committee regarding funding and associated elements for wall murals in Downtown Belton, including a \$5,000 cost share for the mural at Cochran, Blair and Potts.

Regular Agenda

10. Consider a financing structure for the future debt issuance by Bell County Water Control and Improvement District #1 for water plant expansion and capital maintenance enhancements.
11. Consider authorizing an extension to the BEDC development agreement with BCS Leasing, LLC and Texcrete Redi Mix through December 31, 2024.

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

If interpreter services for the deaf or hearing impaired are required, please contact the City Clerk at (254) 933-5817 at least 48 hours in advance.



City of Belton, Texas

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OFFICE OF THE CITY MANAGER

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Invocation. The Invocation will be given by Councilmember Dave Covington.

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2. Public Comments.

Citizens who desire to address the Council on any matter may register to do so prior to this meeting and speak during this item. Forms are located on the table outside of the south side entry to the meeting room. Please state your name and address for the record and limit your comments to three minutes. Also, please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.

3. **Proclamation: Theatre in Our Schools Month – March 2024**

Members of Belton High School's Theatre Troupe will be present to receive the proclamation.

Consent Agenda

Items 4-9 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

4. **Consider minutes of February 27, 2024, City Council meeting.**

A copy of the minutes is attached. Recommend approval.

5. **Consider a resolution appointing election officers for the May 4, 2024, Special Election.**

See Staff Report from City Clerk Amy Casey. Recommend adoption of the resolution appointing election officers for the May Special Election.

6. **Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.**

See Staff Report from City Clerk Amy Casey. Recommend nomination of Interim Director of Public Works Scott Hodde as the City's candidate for election to the CTWSC Board of Directors.

7. **Consider authorizing the City Manager to execute a Street Use License Agreement with ARIT Investment, LLC to authorize the construction of two subdivision entrance signs in the public right-of-way on Laila Lane and Skyview Drive.**

See Staff Report from Planner Tina Moore. Recommend approval of the Street Use License Agreement with ARIT Investments as presented.

8. **Consider authorizing a Construction Manager at Risk contract with RM Rodriguez Construction for the rehabilitation of the historic Mt. Zion United Methodist Church.**

See Staff Report from Grants and Special Projects Coordinator Jo-Ell Guzman. Recommend authorizing the City Manager to execute a contract for pre-construction services with RM Rodriguez Construction. A Guaranteed Maximum Price contract for the rehabilitation work at Mt. Zion United Methodist Church will be presented to Council at a future date.

9. **Consider implementing recommendations of the City's Beautification Committee regarding funding and associated elements for wall murals in Downtown Belton, including a \$5,000 cost share for the mural at Cochran, Blair and Potts.**

See Staff Report from City Manager Sam Listi. Recommend approval of the funding and associated elements including the cost share with Cochran, Blair and Potts.

Regular Agenda

10. Consider a financing structure for the future debt issuance by Bell County Water Control and Improvement District #1 for water plant expansion and capital maintenance enhancements.

See Staff Report from Director of Finance Mike Rodgers. Recommend approval of the 25-year level debt structure.

11. Consider authorizing an extension to the BEDC development agreement with BCS Leasing, LLC and Texcrete Redi Mix through December 31, 2024.

See the Staff Report from BEDC Executive Director Cynthia Hernandez. Recommend approval of the extension to the development agreement with BCS Leasing, LLC and Texcrete Redi Mix.

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

If interpreter services for the deaf or hearing impaired are required, please contact the City Clerk at (254) 933-5817 at least 48 hours in advance.

WHEREAS, “All the world’s a stage” – these five words that were used to start the speech in As You Like It by the treasured playwright William Shakespeare have been spoken in front of audiences an untold number of times; and

WHEREAS, theatre allows us to sit in our sorrow, erupt into uncontrollable giggles, examine our ethos, dive into our moral truths, punish our hearts with pathos, and dazzle our senses with the lights, the drama, the pageantry; and

WHEREAS, theatre is an art form for all seasons and all moods, and when school children experience theatre it benefits them in many ways; and

WHEREAS, theatre education enriches the lives of countless students in our schools and allows them to discover and develop their individuality, improve their communication skills, increase collaboration, build their self-esteem, and unlock their potential; and

WHEREAS, to recognize theatre in schools this month is to celebrate the teachers, students and supporting cast of parents in Belton who are growing up a new generation of performers, backstage role-players and audiences; and

WHEREAS, students involved in theatre education often show higher academic achievement, reading comprehension and school attendance, and participation in theatre can also help children with learning disabilities.

NOW THEREFORE, I, John R. Holmes, Sr., by virtue of the power and authority vested in me as Mayor Pro Tem of the City of Belton do hereby declare the month of March, 2024, as

“THEATRE IN OUR SCHOOLS MONTH”

in the City of Belton, and I encourage our citizens to support local theatre by attending one of the phenomenal productions put on by our talented students.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the City of Belton, Texas, to be affixed this the 12th day of March, 2024.

John R. Holmes, Sr., Mayor Pro Tem

ATTEST:

Amy M. Casey, City Clerk

**Belton City Council Meeting
February 27, 2024 – 5:30 P.M.**

The Belton City Council met in regular session in the Wright Room of the Harris Community Center. Members present included Mayor David K. Leigh, Mayor Pro Tem John R. Holmes, Sr., Councilmembers Wayne Carpenter (via Zoom), Craig Pearson, Daniel Bucher, Stephanie O'Banion and Dave Covington. Staff present included Sam Listi, Matt Bates, Larry Berg, John Messer, Amy Casey, Mike Rodgers, Chris Brown, Jon Fontenot, Paul Romer, Bob van Til, Tina Moore, Cynthia Hernandez, Daniel Aguirre, Scott Hodde, James Grant, Megan Odiorne, Charlotte Walker, Judy Garrett and Jo-Ell Guzman.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Dave Covington. The Pledge of Allegiance to the Texas Flag was led by CVB and Retail Coordinator Judy Garrett. The Invocation was given by Councilmember Craig Pearson.

1. **Call to order.** Mayor David K. Leigh called the meeting to order at 5:31 p.m.
2. **Public Comments.** *(Audio 2:22)*

There were no public comments.

Consent Agenda

Items 3-6 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately. *(Audio 2:49)*

3. **Consider the minutes of the previous meetings:**
 - A. February 13, 2024, City Council workshop meeting.
 - B. February 13, 2024, City Council meeting.
4. **Consider appointments to the following Boards/Commissions:**
 - A. Building and Standards Commission – appoint Ralph Masters to replace Richard DeLeon as a regular member and appoint Eric Haugeberg to replace Johner Martin as a regular member. Appoint Brian Johnson as an alternate member.
 - B. Library Board of Directors – appoint Keri Pridemore to replace Frances Fennessy.
5. **Consider an ordinance declaring unopposed candidates elected to office and canceling the May 4, 2024, General City Election.**

6. **Consider a resolution authorizing the submission of a grant application to the Assistance to Firefighters Grant Program (AFG) – FEMA for a multi-force door training simulator.**

Upon a motion by Mayor Pro Tem Holmes and a second by Councilmember Pearson, the Consent Agenda, including the following captioned ordinance and resolution, was unanimously approved upon a vote of 7-0.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024, GENERAL CITY ELECTION ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

ORDENANZA NÚMERO 2024-09

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE BELTON, TEXAS, DECLARANDO QUE CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN GENERAL DE LA CIUDAD DEL MAYO 4, 2024, SEAN ELEGIDOS AL CARGO; CANCELANDO LA ELECCIÓN GENERAL; PROVEYENDO UNA CLAUSURA DE DIVISIBILIDAD; Y PROVEYENDO UNA FECHA DE VIGENCIA

RESOLUTION NO. 2024-06-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) – FEMA FOR A MULTI-FORCE DOOR TRAINING SIMULATOR AND DESIGNATING AN AUTHORIZED OFFICIAL

Planning and Zoning

7. **Z-24-0-4 – Hold a public hearing and consider a zoning change from Agricultural to Planned Development – Commercial Highway on 7.51 acres located at 3401 S. IH 35 Service Road, located on the southwest intersection of Interstate 35 and Mesquite Road. (Audio 4:38)**

Planner Tina Moore presented this item.

Public Hearing - The following people spoke against the zoning change:

Rosemary Stampley, 579 Mesquite Road
Michelle Ciccariello, 511 Mesquite Road
James Norton, 785 Mesquite Road
Nelda Deholloz, 306 Mesquite Lane
Byron Scott, 488 Mesquite Road

Michelle Scott, 488 Mesquite Road

Councilmember Bucher made a motion to approve the rezoning with additional conditions of 8' wooden fencing, landscaping buffer that is 6' at the time of planting, no overnight truck parking, and Type B Asphalt on Mesquite Road. Councilmember Covington seconded the motion which failed upon a vote of 2-5 (Bucher and Covington in favor and Leigh, Pearson, Carpenter, Holmes and O'Banion against).

Mayor Pro Tem Holmes made a motion to disapprove the rezoning. Councilmember O'Banion seconded the motion which failed upon a vote of 3-4 (Holmes, O'Banion and Carpenter in favor and Bucher, Covington, Pearson and Leigh against).

Councilmember Bucher made a motion to approve the rezoning with additional conditions of 8' wooden fencing, landscaping buffer that is 6' at the time of planting, Type B Asphalt on Mesquite Road, and reduce the number of 18-wheel truck parking spaces from 16 to 12. Councilmember Carpenter seconded the motion. The following captioned ordinance was approved upon a vote of 5-2 (Bucher, Covington, Carpenter, Pearson and Leigh in favor and Holmes and O'Banion against), with the following original conditions:

- The use of this property shall conform to the Commercial Highway District in all respects.
- The development of the property shall conform to all applicable Type Area 2 Design Standards, as identified in Ordinance 2014-17, Section 7.1 of the Zoning Ordinance, including:
 - Site Development Standards;
 - Landscape Design Standards; and
 - Tree Protection, Preservation, and Mitigation Standards

In addition, these conditions shall also apply:

- A wooden privacy fence, 8' in height, shall be provided as a perimeter screen along the west property line;
- A landscape buffer of 8' in width shall be provided along the west property line and landscaping shall be a minimum 6' in height at time of planting;
- Type B asphalt shall be provided on Mesquite Road subject to approval by the City's Director of Public Works; and
- Truck parking spaces shall be limited to a maximum of 12.
- The approval of a subdivision plat, site plan, and building plans are required before development can begin.
- The improvements in the Development Agreement will be completed prior to the issuance of a Certificate of Occupancy for any building or business.

- The Development Agreement must be recorded with the plat.

ORDINANCE NO. 2024-10

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BELTON BY CHANGING THE DESCRIBED DISTRICT FROM AGRICULTURAL TO PLANNED DEVELOPMENT – COMMERCIAL HIGHWAY FOR APPROXIMATELY 7.51 ACRES LOCATED AT 3405 S. IH 35

8. **P-22-45 – Consider the final plat of Unity Four, comprising 7.51 acres, located at the southwest intersection of Interstate 35 Frontage Road and Mesquite Drive. (Audio 1:09:51)**

Planner Tina Moore presented this item.

Councilmember Bucher made a motion to approve the final plat of Unity Four with the following additional conditions: 8' wooden privacy fence, landscaping buffer that is 6' at the time of planting, Type B asphalt on Mesquite Road, reduction of 18-wheel truck parking from 16 to 12 and requiring the recording of the development agreement with the plat. Councilmember Pearson seconded the motion. The final plat of Unity Four was approved upon a vote of 5-2 (Holmes and O'Banion dissenting), with the following conditions:

- Approval of the Zoning Change from Agricultural to Planned Development – Commercial Highway and associated conditions.
- Conditions in the City letter dated December 15, 2022.
- Conditions included in the Development Agreement.

Miscellaneous

9. **Receive a presentation on the Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023. (Audio 1:16:14)**

Director of Finance Mike Rodgers and Kristy Davis of JRBT, the City's audit firm, presented the Annual Comprehensive Financial Report for FY2023. There was no action required by the Council.

10. **Receive a presentation and discuss the reallocation of unspent funding received from the Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act of 2021, to certain projects. (Audio 1:30:22)**

Director of Finance Mike Rodgers presented this item. Following discussion, no action was required by the Council.

11. **Receive a presentation on the Belton Fire Department 2023 Annual Report.**
(Audio 1:53:58)

Fire Chief Jon Fontenot presented this item. There was no action required by the Council.

12. **Receive a presentation on the Belton Police Department 2023 Annual Report and Racial Profiling Report.** (Audio 2:05:23)

Chief of Police Larry Berg presented this item. There was no action required by the Council.

13. **Receive a presentation and consider adoption of the 2024 Water and Wastewater Master Plans.** (Audio 2:16:03)

Director of Public Works Matt Bates and KPA Engineers Ginger Tolbert and Sam Blumenthal presented this item.

Upon a motion by Councilmember O'Banion, and a second by Councilmember Mayor Pro Tem Holmes, the adoption of the 2024 Water and Wastewater Master Plans was unanimously approved upon a vote of 7-0.

Executive Session

At 8:14 p.m., the Mayor announced the Council would go into Executive Session for Item 15 as Item 14 was no longer needed.

14. **Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, Consultation with Attorney.**

15. **Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, Deliberation Regarding Real Property.**

The Mayor reopened the meeting at 8:34 p.m., and there being no further business, the meeting was adjourned.

David K. Leigh, Mayor

ATTEST:

Amy M. Casey, City Clerk



Staff Report – City Council Agenda Item

Agenda Item #5

Consider a resolution appointing election officers for the May 4, 2024, Special Election.

Originating Department

Administration – Amy M. Casey, City Clerk

Summary Information

The City's Special Election will be held on May 4, 2024, to decide on the proposition "for the legal sale of all alcoholic beverages including mixed beverages" in the City of Belton. In accordance with the Election Code, the City Council appoints election officers, and we are recommending the appointment of Shirley White to serve as Election Day Presiding Judge and Louise Oldham to serve as Election Day Alternate Presiding Judge. Additionally, the Election Day Presiding Judge will appoint two Election Clerks for Election Day.

State law designates the City Secretary as the Early Voting Clerk in municipal elections, and deputies may be appointed to assist in conducting early voting, to include employees of the City. We are recommending the appointment of Shirley White, Louise Oldham, Sherry Hill, Michelle Fogle and Lindsay Weaver to serve as Deputy Early Voting Clerks for this election.

State law also requires the City to appoint an Early Voting Ballot Board (EVBB) to qualify and process ballots by mail, late ballots and provisional ballots. We are recommending Elizabeth Harper be appointed as EVBB Presiding Judge and LaJuana West be appointed as the EVBB Alternate Presiding Judge. An EVBB Clerk will also be appointed by the EVBB Presiding Judge.

Early voting will be conducted April 22nd to April 26th (Monday through Friday, 8:00 a.m. until 5:00 p.m.), with two 12-hour days on April 29th and 30th (7:00 a.m. until 7:00 p.m.) at City Hall. The City will conduct Election Day voting in the Evans Room at the Harris Community Center, with polls open from 7:00 a.m. until 7:00 p.m.

Fiscal Impact

Amount: Approximately \$5,000 in wages for election workers

Budgeted: ☒ Yes ☐ No

Funding Source(s): General Fund, City Council Election Expenses

Recommendation

Recommend approval of the resolution.

Attachments

Proposed resolution

RESOLUTION NO. 2024-07-R

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,
APPOINTING ELECTION OFFICERS FOR THE CITY'S MAY 4, 2024, SPECIAL ELECTION.**

WHEREAS, this City Council has ordered a Special Election to be held in the City of Belton, Texas, on May 4, 2024; and

WHEREAS, it is hereby found and determined that it is necessary and appropriate to appoint officers to conduct said election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS:

Section 1. Findings. The statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Officers Appointed. The following named persons are hereby appointed to serve as officers for said election:

(a) Deputy Early Voting Clerks:

Shirley White
Louise Oldham
Sherry Hill
Michelle Fogle, City of Belton, Texas
Lindsay Weaver, City of Belton, Texas

(b) Officers to serve on Election Day:

Presiding Judge: Shirley White
Alternate Presiding Judge: Louise Oldham

The Election Day Presiding Judge shall appoint not less than two nor more than four qualified Clerks to serve and assist in holding said elections.

(c) Early Voting Ballot Board:

Presiding Judge: Elizabeth Harper
Alternate Presiding Judge: LaJuana West

The EVBB Presiding Judge shall appoint a qualified Clerk to serve on the EVBB.

PASSED, APPROVED AND EFFECTIVE this the 12th day of March, 2024.

John R. Holmes, Sr., Mayor Pro Tem

ATTEST:

Amy M. Casey, City Clerk



Staff Report – City Council Agenda Item

Agenda Item #6

Consider a resolution nominating the City's candidate for election to the Board of Directors of the Central Texas Water Supply Corporation.

Originating Department

Administration – Amy M. Casey, City Clerk

Background

Scott Hodde, Interim Director of Public Works, is currently serving as the City's representative on the Central Texas Water Supply Corporation Board of Directors. Mr. Hodde desires to continue in this role representing the City on this board.

Fiscal Impact

None

Recommendation

Recommend approval of the appointment.

Attachments

Resolution

Timeline

Conflict of Interest Statement

RESOLUTION 2024-08-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS WATER SUPPLY CORPORATION.

WHEREAS, the City of Belton is a Regular Member of the Central Texas Water Supply Corporation as a direct result of entering into a water sales and purchase contract with the Central Texas Water Supply Corporation; and

WHEREAS, the By-Laws of the Central Texas Water Supply Corporation stipulate that, at the Annual Meeting of the members, each Regular Member shall be entitled to nominate an individual to serve on the Board of Directors of Central Texas Water Supply Corporation, provided that the nominee is not in violation of the Central Texas Water Supply Corporation Conflict of Interest Policy; and

WHEREAS, the City of Belton has determined that it would be in its best interest to have such a voting member on the Central Texas Water Supply Corporation Board of Directors and does desire to have such a Board Member elected at the April 23, 2024, meeting by the members of Central Texas Water Supply Corporation.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, that Scott Hodde be and is hereby nominated for election to the Board of Directors of Central Texas Water Supply Corporation at the April 23, 2024, meeting of the members of Central Texas Water Supply Corporation.

PASSED AND APPROVED ON THIS THE 12th DAY OF MARCH, 2024.

John R. Holmes, Sr., Mayor Pro Tem

ATTEST:

Amy M. Casey, City Clerk

TIMELINE FOR EVENTS LEADING UP TO ANNUAL MEETING
April 23, 2024

120 DAYS PRIOR

President of the Board verifies that there are three (3) directors appointed to the standing Credentials Committee. The Secretary of the Board will be the Chairperson of the Credentials Committee.

90 DAYS PRIOR
January 23, 2024

Voting procedure changes, as needed are submitted by the Credentials Committee as an agenda item for the board to consider at the next Monthly Meeting.

90 DAYS PRIOR
January 23, 2024

Resolution forms and Conflict of Interest Policy are emailed to membership by the Corporation Office.

30 DAYS PRIOR
March 23, 2024

Resolution forms are due in Corporation Office by **membership**.

15 – 25 DAY PRIOR
April 10, 2024

Membership and Board of Directors Annual Meeting packets are mailed by the Corporation Office.

10 – 1 DAYS PRIOR
April 13, 2024

Credentials Committee meets to verify the Resolutions submitted by the membership.

DAY OF ANNUAL MEETING
April 23, 2024

30 minutes prior to the Annual Meeting, Credentials Committee meets to resolve any issues pertaining to the resolutions submitted by the membership.

CENTRAL TEXAS WATER SUPPLY CORPORATION

CONFLICT-OF-INTEREST POLICY

March 20, 2018

PART 1. CONFLICT OF INTEREST DEFINED:

1. Members of the CTWSC Board of Directors shall be elected by a member entity of the corporation. They shall be eligible to serve unless:
 - A. He or she is representing more than one regular member as a Director.
 - B. He or she is a developer of property within the service area of the corporation.
 - C. He or she is an employee of any developer of property within the service area of the corporation.
 - D. He or she is an employee of any director, manager, engineer, or attorney for the corporation.
 - E. He or she is serving as a consultant, engineer, attorney, manager, or in any other professional capacity for the corporation or for a developer of property within the service area of the corporation.
 - F. He or she is a party to a contract with the corporation, except a contract for the purchase of water/sewer services furnished by the corporation to the corporation's members generally, or
 - G. He or she is a part of a contract with any developer of property within the service area of the corporation, other than conveying real property within the service area of the corporation for the purpose of establishing a residence or establishing a commercial business within the service area of the corporation.
 - H. He or she is a member of the immediate family of any director of the corporation or of any other person serving in a managerial capacity, as attorney, accountant, or an engineer on behalf of the corporation or if he or she serves as a director or as an officer for any bank or financial institution retained as a depository for the funds of the corporation, or any bank or entity which holds any indebtedness of the corporation.

2. A Responsible Person is disqualified from employment by the corporation if he or she is a member of the immediate family of any director of the corporation or any other person employed by the corporation or managerial capacity on behalf of the corporation.
3. Any Responsible Person of the corporation shall engage in any transaction as a representative or agent of the corporation with any business entity in which they, their immediate family, or any business partners have a direct or indirect financial interest that might conflict with the proper discharge of their duties or responsibilities.
4. No Responsible Person of the corporation shall be entitled to any compensation for or in consideration of the execution of his duties as such officer or director, provided, however that the actual, reasonable expenses of any officer or director incurred on the business of the corporation may, with approval of the board of directors, be paid to them.
5. No Responsible Person of the corporation shall:
 - A. Solicit or accept or agree to accept a financial and/or material benefit, that might reasonably tend to influence his or her performance of duties for the corporation or that he or she knows or should know is offered with the intent to influence the officer's or director's performance of his or her duties.
 - B. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties.
 - C. Accept outside employment or compensation that might reasonably be expected to create a substantial conflict between the officer's and director's private interest and duties of the corporation; or
 - D. Solicit or accept or agree a financial benefit from another person in exchange for having performed duties as an officer or director of the corporation in favor of the person.
6. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the corporation, provided, however, that the board of directors may reject any donation made upon a condition or restriction if in the discretion of the board of directors the acceptance of the donation as so conditioned or restricted will not be in the best interest of the corporation.
7. The removal of any director of the corporation because of disqualification under this policy shall not affect the validity of directors during the time of service by that director, even though the director may have been acting under the disqualification at the time of such service.

8. If at any time any officer or director is required to vote in his or her capacity as a director on an issue which may create a conflict of interest, which may be deemed a conflict of interest by the board, or which may be interpreted by the members as a conflict of interest, the officer or director shall abstain from voting, as a matter of record, on that issue.
9. The policy provisions do not apply to contract for personal or professional services or for a utility service operator.

PART II. DEFINITIONS:

- A. A "Conflict of Interest" is any circumstance described in Part I of this Policy.
- B. A "Responsible Person" is any person serving as an officer, director, employee, or member of the Board of Directors of Central Texas Water Supply Corporation.
- C. A "Family Member" is a spouse, domestic partner, sibling, parent, grandparent, or grandchild or a Responsible Person. This includes step parents, step children, step siblings, and adoptive relationships.
- D. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all of the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgement with respect to transactions to which the entity is a party. This includes all forms of compensation.
- E. A "developer" is any person who is an owner, shareholder, director, officer, partner or employee of a business entity engaged in the business of selling or leasing, or offering to sell or lease, or advertising for sale or lease, any lots in a subdivision.
- F. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by Central Texas Water Supply Corporation. The making of a gift to Central Texas Water Supply Corporation is not a Contact or Transaction.



Staff Report – City Council Agenda Item

Date: March 12, 2024
Request: Street Use License Agreement
Location: Laila Lane and Skyview Drive
Skyview Subdivision Entrances
Applicant: ARIT Investment, LLC

Agenda Item #7

Consider authorizing the City Manager to execute a Street Use License Agreement with ARIT Investment, LLC to authorize the construction of two subdivision entrance signs in the public right-of-way on Laila Lane and Skyview Drive.

Originating Department

Planning – Tina Moore, Planner

Case Summary

The developer of the Skyview Belton Addition has submitted an application for a street-use license to install two free-standing monument signs and landscaping in a median at the entrances of the subdivision on both Skyview Drive and Laila Drive. A street-use license agreement is necessary to ensure that the area is properly insured and maintained. Per the terms of the agreement, the owner agrees to:

- Provide necessary insurance and add the City as an additional insured, meeting requirements of the Right-of-Way Management Ordinance (Ordinance 2017-40);
- Provide ongoing maintenance for landscaping; and
- Hold the City harmless in claims arising from the use of the property.

Should the City decide to terminate this agreement, a 30-day notice to the developer or successor is required for the removal of the sign.

The proposed signs are boulder size approximately 7-8' wide and 5' tall. The applicant has opted for a natural xeriscape landscaping. Section 38.22, *Subdivision Entry Signs*, of the Zoning Codes, requires entry signs to have a maximum face of 40 square feet and a maximum height of 6'. We are satisfied there will be no visibility obstructions resulting from the improvement in the street right of way. The applicant has complied with all requirements of the Sign Ordinance.

Recommendation

Recommend approval of the street use license agreement with ARIT Investment LLC.

Attachments

License Agreement

Sign permit application, sign elevation, and locations



SIGN APPLICATION

\$60 PERMIT FEE ONCE APPROVED

IS THIS A NEW BUSINESS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF SIGN: Skyview Subdivision on 121	DATE: 2-15-2024
BUSINESS OWNER: ARIT Investments, LLC	
EMAIL: db@rangerrm.com	PHONE NUMBER: 469-358-7580
SIGN CONTRACTOR: G&D Displays	
EMAIL: dereksteffek@gmail.com	PHONE NUMBER: 830-613-9801

TYPE OF SIGN		
<input type="checkbox"/> WALL	<input type="checkbox"/> POLE	<input type="checkbox"/> DIRECTIONAL <input checked="" type="checkbox"/> MONUMENT <input type="checkbox"/> BILLBOARD
<input type="checkbox"/> BANNER/TEMPORARY *\$35 fee		
DIMENSIONS FOR A WALL SIGN: <i>The square footage of all wall signs allowed is equal to/less than the total linear feet of the front façade. Ex: If storefront is 20 linear feet, 20 square feet of signage is allowed on the entire building (4' by 5' sign or two 5' by 2' signs, for example)</i>		
WIDTH OF SIGN FACE: 7-8'	HEIGHT OF SIGN FACE: 4-5'	TOTAL SQ. FT. OF SIGNS:
LINEAR FEET OF FRONT FAÇADE: 7-8'		TOTAL # of SIGNS: 2
GROUND SIGNS (pole, monument or billboard)		
TOTAL HEIGHT OF SIGN: 4-5'	WIDTH OF SIGN FACE: 7-9'	HEIGHT OF SIGN FACE: 1'
REQUIRED WITH APPLICATION:		
<input type="checkbox"/> Site plan showing location of proposed and existing signs		
<input type="checkbox"/> Photos/drawings of all proposed signs		
<input type="checkbox"/> List of existing signs:		
** Illuminated signs cannot exceed 300 foot candles. Will this sign exceed 300 foot candles? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

A Certificate of Occupancy is required for any new business, change of ownership or new tenant in a lease space. If any remodeling is planned for the interior or exterior, please first contact the Planning Department at 933-5812 to inquire if a permit is required. The building should be move-in ready upon requesting a CO inspection.

City of Belton Planning Department
333 Water Street ★ Belton, Texas 76513 ★ Phone (254) 933-5812 ★ Fax (254) 933-5822



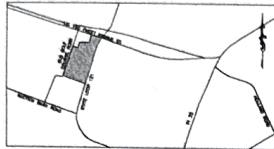
SKYVIEW ENTRY MONUMENT - OPTION "A"

FINAL PLAT FOR SKYVIEW BELTON ADDITION

CITY OF BELTON, BELL COUNTY, TEXAS

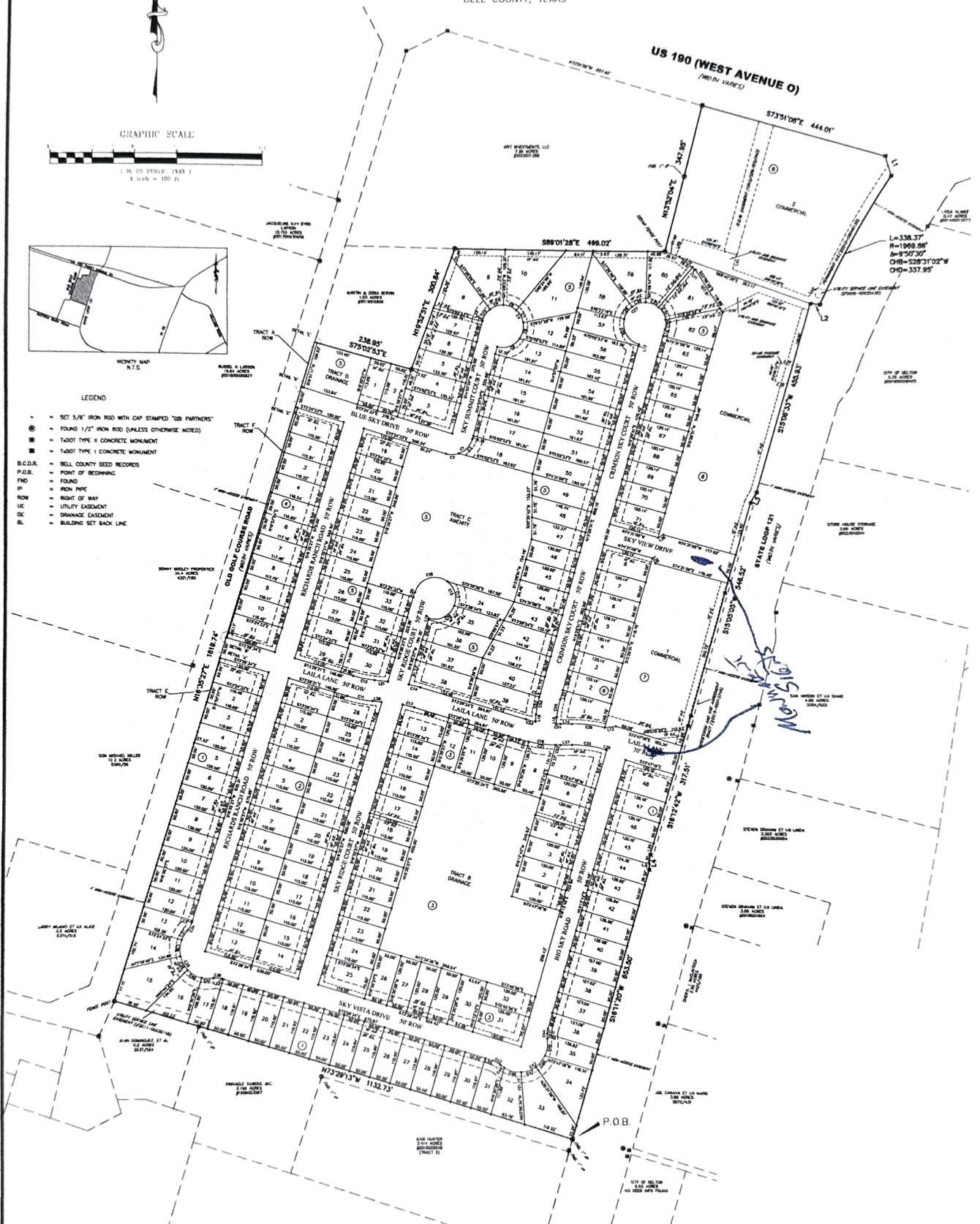
53.04 ACRES

BEING PART OF THE J. TOWNSEND SURVEY, ABSTRACT NO. 818
BELL COUNTY, TEXAS



LEGEND

- SET 5/8" IRON ROD WITH CAP STAMPED "GB PARTNERS"
- ⊙ FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- TYPED TYPE II CONCRETE MONUMENT
- TYPED TYPE II CONCRETE MONUMENT
- B.C.D. = BELL COUNTY DEED RECORDS
- P.O.B. = POINT OF BEGINNING
- FND = FOUND
- IP = IRON PIPE
- R/W = RIGHT OF WAY
- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- BL = BUILDING SET BACK LINE



GBI PARTNERS
LAND SURVEYING CONSULTANTS
1000 E. 10th Street, Suite 100 • Belton, TX 77911
PHONE: 767-409-6539 • WWW.GBIPARTNERS.COM
TOLSON & ASSOCIATES • 1997-2012

Street Use License Agreement

This License Agreement, dated February 21, 2024 is between the City of Belton, Texas, Licensor, and ARIT Investments, LLC, Licensee. Licensor is the owner of the property described herein as Right-of-Way and Licensee desires to use said Right-of-Way to erect a Subdivision Entrance Sign.

Therefore, Licensor and Licensee agree as follows:

1. Licensee, and their successors, is hereby given permission by Licensor to use the Right-of-Way as shown in the attached approved Site Plan for parking and landscaping, irrigation or other purposes as shown. The Licensor reserves the right to terminate this agreement by giving Licensee thirty (30) day notice. Licensee is not responsible for any impact caused by any work necessarily performed by the City or other agency within said area.
2. Licensee and responsible Homeowners Association agrees to do the following:
 - a. Obtain all necessary permits and approvals to use the property and to abide by all laws, rules, ordinances and regulations.
 - b. Keep the property in a neat, clean and safe conditions.
 - c. Maintain landscape materials and irrigation systems per Code requirements.
 - d. Acknowledge that the landscape area shall be maintained in perpetuity by Licensee or their successors and assigns unless this agreement is canceled by Licensor.
3. Licensee shall obtain and maintain the necessary and reasonable amount of insurance with an insurance company licensed to do business in the State of Texas acceptable to the Licensor throughout the term of a municipal consent conveyed under this agreement. The Licensee shall furnish the City with proof of insurance at the time of the request for permits or as requested. The City reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the person require adjustment of the coverage. Insurance amount must conform to §20-148 of the City's Code of Ordinances.
4. Licensee further agrees to indemnify, defend and hold the Licensor harmless against all claim, costs, expenses and causes of action, including, but not limited to, attorney fees and costs, arising out of or in any way related to the Licensee's use of the property.

To indicate their consent to the above the parties or their authorized representative or officers have executed this agreement.

Licensee:


David Beardsley, Manager
ARIT Investments, LLC

Licensor:

Sam A. Listi, City Manager
City of Belton

STATE OF TEXAS, Williamson County

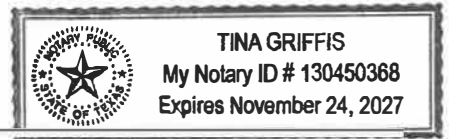
On this 21st day of February 2024, personally appeared before me David Beardsley, known by me to be the person whose name is subscribed the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

(Signature of Notary Public)



My Commission Expires:

11/24/27



STATE OF TEXAS, Bell County

On this _____ day of _____, 20____, personally appeared before me _____, known by me to be the person whose name is subscribed the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

(Signature of Notary Public)

My Commission Expires:



Staff Report – City Council Agenda Item

Agenda Item #8

Consider authorizing a Construction Manager at Risk contract with RM Rodriguez Construction for the rehabilitation of the historic Mt. Zion United Methodist Church.

Originating Department

Administration – Jo-El Guzman, Grants and Special Projects Coordinator

Background

A Request for Proposals for Construction Manager-at-Risk Services for the Mt. Zion United Methodist Church Restoration and Rehabilitation Project was issued in January 2024. A mandatory Pre-Proposal Conference was held on January 31, 2024, and five companies were in attendance. The City received one proposal from RM Rodriguez Construction of Temple. The Evaluation Committee, consisting of City Manager Sam Listi, Grants and Special Projects Coordinator Jo-El Guzman, City Clerk Amy Casey, Director of Finance Mike Rodgers, Retired Contractor Jack Sims and Donna Carter and Zak Robinson of Carter Design Associates, met and determined that additional information regarding experience of the company with historic building renovation was needed. The City requested additional information, and the company provided a sufficient number of historic renovation project examples to allow the Evaluation Committee to recommend them for award.

The CMAR will work with Carter Design Associates for the pre-construction and construction phases and meet the requirements to ensure the success of this project.

Fiscal Impact

Amount: \$5,000 Pre-Construction Phase Services

Construction Phase Services: 8.75% of total construction costs

General Conditions costs, not to exceed 15%, estimated at \$25,000

A Guaranteed Maximum Price Proposal will be presented to Council following the completion of design.

Budgeted: ☒ Yes ☐ No ☐ Capital Project Funds

Funding Source(s): ARPA Funds and Grants

Recommendation

Staff recommends authorizing a contract with RM Rodriguez Construction for Construction Manager at Risk services for the Mt. Zion United Method Church Restoration and Rehabilitation Project.

Attachments

RM Rodriguez Construction Proposal



February 20, 2024

TO: City of Belton

SOLICITATION: CMAR Services for the Mt. Zion Methodist Church
Restoration and Rehabilitation Project

ATTN: Amy Casey

LOCATION: Belton, Texas

RE: Request for proposal for construction services
Construction Manager at Risk (CMAR) Estimate

Dear Ms. Casey:

RM Rodriguez Construction, LP, a company owned and managed by Rene Rodriguez, is pleased to submit its estimated construction manager at risk (CMAR) proposal for the modifications and improvements planned for the Mt. Zion United Methodist Church Restoration and Rehabilitation Project at 218 Alexander Street in Belton, Texas as designed by Carter Design Associates of Austin, TX.

RM Rodriguez Construction, LP agrees with all terms, conditions, and provisions included in the CMAR solicitation. We understand the work to be done and commit to perform the work as described in the RFQ.

If there are any questions or concerns, please do not hesitate to contact me at 254-742-0102.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rene Rodriguez', with a stylized flourish at the end.

Rene Rodriguez
Managing Partner
RM Rodriguez Construction, LP



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: contract.surety@rlicorp.com
RLISURETY.COM

BID BOND

Bond No. LSM1357549

KNOW ALL MEN BY THESE PRESENTS,

That We, RM Rodriguez Construction, LP
of 5116 S General Bruce Dr.
Temple, TX 76502
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Texas, are held and firmly bound unto
City of Belton, as Oblige, in the penal sum of
5% of Total Amount Bid

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Oblige on a contract for

Mt. Zion United Methodist Church Restoration and Rehabilitation Project

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 20th day of February, 2024.

RM Rodriguez Construction, LP
Principal

By: _____



RLI Insurance Company

By:
Phil Leibowitz Jr. Attorney In Fact



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1357549

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Phil Leibowitz Jr. in the City of Tempe, State of Texas, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: RM Rodriguez Construction, LP

Obligee: City of Belton

Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 20th day of February, 2024.

RLI Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio
County of Cuyahoga

} SS



On this 20th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 20th day of February, 2024.

RLI Insurance Company

By: Jeffrey D. Pick
Jeffrey D. Pick Corporate Secretary

A0006221_R_SUBS_BID

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Phli Leibowitz, Jr., Tracy Thompson, Andrew Paysse, jointly or severally

in the City of Temple, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 28th day of November, 2023.

State of Illinois }
County of Peoria } SS



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Eric Raudins

Sr. Vice President

CERTIFICATE

On this 28th day of November, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Jeffrey D. Fick

Corporate Secretary



P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Texas Policyholder Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

Call: Bart Davis at 800-645-2402

Toll-free: 800-645-2402

Online: <https://www.rlicorp.com/contact-rli>

Email: suretyil@rlicorp.com

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

PART I - General Information

Rene Rodriguez and Bryan C Smith, RM Rodriguez Construction, LP

Mr. Rodriguez and Mr. Smith are authorized to sign, negotiate, and correspond concerning this proposal.

Firm Name: RM Rodriguez Construction LP

Company founded: 2019

Office Address: 5116 S. General Bruce Dr., Suite A
Temple, Texas 76502

Telephone & Fax #: T. 254 742 0102
F. 254 742 0094

Contact Person: Rene Rodriguez, Managing Partner
C. 254 721 8413
Rene@RMRodriguezConstruction.com

Bryan C Smith, Project Manager
C. 512-917-5810
Bryan@RMRodriguezConstruction.com

Section 1:

Rene Rodriguez and **Bryan C Smith** will be the managers for this project, managing the design team and assisting in the overall management of the construction process. Rene received his construction degree from Texas State Technical College, and over his 44-year career he has worked on all types of construction projects throughout the US. He has extensive practical experience in project management, construction safety, and field operations. He is proficient in the process of Competitive Bid and has successfully completed many projects utilizing this method. He will have final decision taking responsibility throughout the entire process.

Section 2 - Financial Capabilities:

Please see our Dunn & Bradstreet financial overview/rating as well as numerous bank and bonding references giving insight into our company's financial viability.

DUNS #: 96-738-1539

Financial Statement, as prepared by Brockway, Gersbach, Franklin & Niemeier, P.C., can be provided upon request.

*Please also see the attached letter of surety, 'Attachment A.'

Bank References:

Vera Bank
3957 Raleigh Dr.
Temple, TX 76502
254-899-8181
Contact: Charles Chapman

Extraco Banks
P.O. Box 6101
Temple, TX 76503-6101
254-774-5526/Fax 254-774-5520
Contact: Brian Reinhardt

Bonding References:

RLI Surety
909 Lake Carolyn Parkway, Suite 800
Irving, TX 75039
(surety)

L&N Insurance Group, LLC
4311 W. Adams Ave., Suite 209
Temple, TX 76504
254-771-5581
Contact: Phil Leibowitz, Jr.

Section 3 - Insurance Provisions:

RM Rodriguez is able to provide a Payment and Performance (P&P) Bond. Our rates for these bonds are as follows. These rates are based per \$1,000.:

First \$100,000	\$27.00
Next \$400,000	\$17.00
Next \$2,000,000	\$12.00
Next \$2,500,000	\$9.50
Next \$2,500,000	\$9.00
Next \$7,500,000	\$8.50

For contracts with stated completion in excess of 12 months, surcharge premium of 1% per month for each month over 12 months, disregarding a fraction of a month.

Section 3 (cont.):

RM Rodriguez provides the following insurance and requires the same insurance be provided by all subcontractors.

Commercial General Liability

\$1,000,000	Per Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Product-Cop/OP Aggregate including Per Project Aggregate

The policy will be on a form reasonably acceptable to the City of Temple, will include a Waiver of Subrogation, and be endorsed to include the City of Temple, and will include the following coverages:

1. Premises/operations
2. Independent agents
3. Completed operation for a period of two years following the acceptance of RMR work.
4. Broad form contractual liability specifically in support of, but not limited to, the indemnity section of any subsequent contractual agreement.
5. Broad form property damage.
6. Personal injury liability with employee and contractual exclusions removed.
7. Delete exclusions relative to collapse, explosion, and underground property damage hazards.
8. Additional insured endorsement CG 2010 1185 of endorsement with equivalent wording.

Business Auto Coverage

\$1,000,000 combined single limit, each occurrence, bodily injury and property damage. This policy will be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy will be endorsed to include the City of Temple as an additional named and will include a Waiver of Subrogation.

Worker's Compensation

Liability limits:

\$500,000	each accident
\$500,000	disease - policy limit
\$500,000	disease - each employee

This policy will include a Waiver of Subrogation in favor of the City of Temple.

Umbrella Excess Liability Insurance

\$1,000,000	per occurrence
\$1,000,000	aggregate

Builder's Risk Insurance

*Please also see the attached Certificate of Insurance example, 'Attachment B.'

Section 1 - Personnel for this Project:

Project Manager and Construction Services – Rene Rodriguez/Bryan C. Smith

Field Operations Manager/Superintendent – Tom Ogilvie

Estimating Pre-Construction Services – Rene Rodriguez/Bryan C. Smith

Executive Manager – Rene Rodriguez

Rene Rodriguez has over 44 years of experience, having worked on all types of construction projects throughout the United States and Europe. He has extensive practical experience in project management, estimating, safety, and field operations. Prior work history includes VP of Operations for EBCO General Contractors, partnerships in Warrior Builders and RJ King Construction, and Field Engineer for Belco Construction. Rene provides overall management to the team. He also acts as Project Manager on select projects. A few key project samples include:

- ▯ Central Counties Services 2nd Floor, Temple, Texas – Design-Build project
- ▯ McLane Office Building Renovation – Design-Build project
- ▯ Estes Building Renovation – Design-Build project
- ▯ City of Temple CMAR multi-project – CMAR project
- ▯ Central Counties Services, Belton, Texas – CMAR project
- ▯ Wilson Recreation Center, Temple, Texas – CMAR project
- ▯ Sammons Community Center, Temple, Texas – CMAR project
- ▯ St. Luke Catholic Church Additions and Renovations – CMAR project
- ▯ Holy Trinity High School – Design Build project
- ▯ McLane Group Remodel – renovation project
- ▯ Scott and White Emergency Services Remodel – renovation project
- ▯ Our Lady of Guadalupe Education Room Remodel – renovation project

Bryan C. Smith received his Bachelor of Science degree in Building Construction from Texas A&M University, College Station. He has worked in construction and real estate development industries for over 42 years, both foreign and domestic. His experience includes design development and review, Environmental, Health & Safety (EHS), field oversight and management, performance inspection, construction and development contracts, construction documentation, and quality control/inspection. He will be responsible for the direct supervision of the field teams, subcontractors, client updates and interaction, cost tracking, invoice preparation, and overall project/program management.

- ▯ Central Plaza, Temple, TX - \$5.3MM
- ▯ Chevron Remediation and Project Assessment – Questa, NM - \$13MM
- ▯ Confidential Client, Magnolia, AR - \$8MM
- ▯ Residential Buildout, Memorial – Houston, TX, \$23MM
- ▯ Shell Oil Company, Biodegradation Site, Montreal-Est, Quebec, Canada - \$15MM
- ▯ Shell Oil Company, Lube and Grease Facility, Montreal, Quebec, Canada - \$35MM
- ▯ Shell Oil Company, Refinery Operations, Montreal-Est, Quebec, Canada - \$125MM

- ▯ Dominion Electrical, Control Building and Filtration Ponds, Virginia, \$24MM
- ▯ Endeavor Development, Domain I and II construction and development, Austin, TX - \$45MM
- ▯ Century Development, Downtown Construction Manager, Houston, TX – varies
- ▯ Century Development, Wells Fargo Bldg, Client Buildout, 8 floors - \$22MM

Tom Ogilvie has been involved in the construction industry for over 30 years and brings extensive experience as Superintendent as well as an Owner. Tom is an experienced carpenter and has hands-on experience with many different trades. Prior work history includes Emerson Construction and Chaney / Cox Construction. He is a problem solver and has proven invaluable to have on our projects. Tom's recent experiences include:

- ▯ Christ the King Church, Belton, Texas, \$1,500,000
- ▯ Central Counties Services 2nd Floor, Temple, Texas – Design-Build project
- ▯ McLane Office Building Renovation – Design-Build project
- ▯ Estes Building Renovation – Design-Build project
- ▯ City of Temple CMAR multi-project – Temple Texas, \$450k
- ▯ Central Counties Services, Belton, Texas – CMAR project
- ▯ Wilson Recreation Center, Temple, Texas – CMAR project
- ▯ Sammons Community Center, Temple, Texas – CMAR project
- ▯ Holy Family Learning Center, Copperas Cove – CMAR project

Humberto Rodriguez has supervised multiple projects for RMR and has served in the position of both superintendent and assistant superintendent. Humberto has valuable experience in field construction, management, quality control, and safety. Humberto's experience includes:

- ▯ Central Plaza, Project Completion, Temple, Texas, \$5.3 million
- ▯ Central Counties Services 2nd Floor, Temple, Texas – Design-Build project
- ▯ McLane Office Building Renovation – Design-Build project
- ▯ Estes Building Renovation – Design-Build project
- ▯ City of Temple CMAR multi-project – Temple Texas, \$450k
- ▯ Central Counties Services, Belton, Texas – CMAR project
- ▯ Wilson Recreation Center, Temple, Texas – CMAR project
- ▯ Sammons Community Center, Temple, Texas – CMAR project
- ▯ Holy Family Learning Center, Copperas Cove – CMAR project

Section 2 - Services by Phase:

RMR is a local central Texas construction firm. We take great pride in providing personal attention to all of our clients. Our team has decades of history and experience with similar projects. As owner of RMR, Mr. Rodriguez has over 44 years of construction and construction management experience throughout the United States. Our main office is located in Temple, Texas. RMR utilizes both physical and electronic meetings to correspond with project management and design teams. Our superintendent will be dedicated full-time to the site throughout the duration of the project.

Schedule of services

Design and Pre-Construction Phase:

subcontractor solicitation	construction documentation familiarity
cost planning	schedule planning
project costing and estimate	estimate review/quality control
document review	construction means and methods

Construction Phase:

- contract administration	- construction safety
- cost control	- schedule control
- risk management	- supervision
- field inspection services	- construction quality control
- communications procedures	- project closeout

Design and Pre-Construction Phase:

During the Design and Pre-Construction phase of the work, RM Rodriguez begins with studying and becoming familiar with the design documents. This process allows RMR to evaluate certain aspects of the project in order to define budget, scope, and quality. This information is passed on to subcontractors and vendors to establish and monitor pricing. RM Rodriguez Construction will be responsible for advertisement and solicitation of subcontractor and supplier bids. Sufficient notice will be given to allow all interested parties time to seek clarification, discuss scope, and generate responsive bids. We have an extensive network of qualified contractors and vendors to personally contact, in addition to advertising and posting in online plan rooms, and local and surrounding area newspapers.

Bids are evaluated according to best value with consideration given to experience, references, and other qualifying factors. All potential subcontractors will be reviewed for approval. During the bidding process, questions will be answered and addenda developed (if required) in order to facilitate bids within the schedule dictated by the bidding requirements. After bids are received, RM Rodriguez estimating and proposal team will reference check prospective subcontractors in order to identify best value to the City of Belton.

Construction Phase:

During the construction phase, RMR will monitor subcontractor performance in regard to quality, schedule, production, and safety to ensure the project stays on track. Our subs are required to comply with our safety and quality control programs on the job site and to comply with our company regulations as to payments, insurance, and other documentation requirements. Trade coordination at the job site is forecast with the schedule and managed by our onsite supervisory personnel. RMR works to reduce or eliminate site coordination problems by ensuring that subs have clear, detailed information about the work to be performed, adequate notice to commence their work, and assurance that any interfacing work by others is ready and done correctly so both the schedule and the budget are maintained. Clear understanding of the interdependency of project tasks leads to reduced waste, delays, and costs.

Weekly meetings are held on the job site during construction with all subcontractors involved in the project. Topics of discussion address safety, submittals, RFIs, communication, coordination, and schedule. Written memoranda may be used to outline prerequisites for the initiation of construction activities specific to each work task. Regular planning meetings are held throughout the construction phase to ensure budget and schedule compliance and mutual accountability.

Project management meetings will be held on a pre-set schedule and as needed, to physically review the project development and construction. These meetings will cover: any identified issues and new issues having arisen since the previous meeting; cost implications of any changes; and the construction schedule, both current and future outlook.

Project Close-out:

As the project nears completion, the Project Team will perform a series of inspections, including a final inspection to identify incomplete or non-compliant items. A report outlining reconciliatory steps to complete the project to the requirements established in the contract documents will be created.

Upon completion of construction items, mechanical manuals, maintenance schedules, and other equipment documentation will be organized and delivered to the City of Belton. Any training required for the operation of mechanical equipment or instruction into special maintenance procedures will be provided. A complete set of red lined drawings will be given to the design team to create as-built drawings.

Additional Services:

A combination of additive and deductive alternates may provide the City of Belton with some options as to how to best utilize the available funds. RMR will assist subcontractors with walk-throughs prior to pricing and noting any building abnormalities which need to be considered.

Section 3 - Schedule Control:

A project schedule defines processes and establishes timelines for project delivery. A comprehensive Project Bar Chart schedule identifies project's stages, phases and activities, and ties dates to work progress. Management of the project schedule directly interfaces with scope, cost, and quality. RMR project managers look for and achieve efficiencies in these areas as the project proceeds.

RM Rodriguez Construction uses Bar Charts to schedule and will provide an updated schedule for the project. In addition to work tasks; submittals, long lead items, and project closeout can be incorporated into the schedule. With a basic scope of work breakdown, the initial project construction schedule will be developed during pre-construction to facilitate and coordinate subcontractor startup scheduling. Continual development will take place as the scopes of work are further defined. A proposal phase schedule will be created to aid in, GMP development, and development of overall construction length.

At RMR, we utilize the bar chart method along with a three-week look ahead process in order to manage and maintain our project schedules. The three-week look ahead provides the capability to anticipate schedule disruptions and minimize delay. These weekly work plans are linked to overall long-term schedule and prevent reactive planning, while encouraging proactive consideration and maintaining foresight and predictive abilities. Should schedule acceleration be required, multiple approaches may be implemented, including increased subcontractor manpower and/or supervision, workforce supplementation, daily phone calls to expedite the work or material delivery, and if necessary the replacement of the subcontractor.

Once the baseline schedule has been developed, the schedule begins to act as an historical record of the project. This information is then used to review and forecast progress toward the conclusion of the project, identifying deviations from the baseline schedule, and allowing for adjustments to be made in order to meet the scheduled completion date. The schedule as a whole will be used by the project management team, as well as by the City of Belton, to monitor, coordinate, and assess progress of work. A bar chart schedule may also be used to highlight safety hazards, quality issues, delivery mandates, or possible cost overruns. Identifying the critical path allows issues to be addressed proactively to lessen their impact on the overall project and to maximize contractor coordination.

The strength of the utilizing the project schedule is its ability to explore dependencies based upon the established tasks to uncover tasks which were not previously identified. The result of the time spent developing a thorough schedule is that the schedule remains a useful tool throughout the project, even if changes are required. It, too, is a living document which reflects the fluid nature of the construction industry.

Section 4 - Local Involvement:

RMR advertises project subcontracting opportunities in local newspapers, encouraging local involvement. RMR is currently subcontracting with nearly 100% local subcontractors within Bell and McLennan counties. Occasionally RMR will need to subcontract with companies from the Austin or Dallas area. In these rare instances, the scope of work is very specialized or offers an overwhelming value or monetary savings to the owner.

RMR is selective in the subcontractors and suppliers we choose to work with. Construction has become specialized; specialty trades and suppliers are crucial to the success of most projects. Competent subs bring quality workmanship, sufficiently skilled and sized crews, specialized knowledge and further contribute valuable insight into problems and coordination challenges. RMR reviews subcontractor performance, bonding capabilities, and EMR ratings.

RMR uses a number of techniques to ensure local involvement and open lines of communication with our subcontractors and suppliers. The techniques involved in this informal partnering approach include:

- thorough bid package development providing all the information required for an accurate and competitive proposal, including project documents, scope of work, schedule, contract terms and conditions, safety standards, and any other pertinent data;
- notification of local and area minority trade organizations to encourage HUB/WBE/MBE participation;
- pre-proposal conferences and contacts to clarify any questions or issues for subs and suppliers;
- only qualified and competent trade partners are selected based upon best value to owner and project.

Section 5 - Cost Control and Change Orders:

As a Project Team, we are especially aware that controlling costs and designing within budget are important factors for any project. We know that a successful project must be within budget. RMR has established several cost control measures in order to facilitate this success. By tracking estimated construction costs on a routine basis we can quickly react to any changes and modify accordingly. This approach recommends quality systems, at an economical cost, that are well-suited to the project, and has proven to be a successful management tool for project cost and schedule. In addition, cost may be controlled during the bidding process by utilizing alternatives for systems and/or components.

Project cost estimates should be prepared using a consistent and comprehensive methodology. Applying consistent formatting and standardized processes to each estimate enhances the efficiency, accuracy, reliability, and credibility of cost estimates. It also improves the ability to review and compare estimates at different stages of the project life cycle, and simplifies comparisons between projects. Careful attention is needed to ensure quality cost estimates. The estimator researches, compares and uses professional judgment to prepare quality cost estimates. Contractors that process materials on a daily basis and actually maintain budgetary information from project to project are a vital tool due the ever changing cost of materials and labor in the field.

It is important to understand the difference between the project cost estimate and the project budget. The project cost estimate is the total anticipated cost to complete the project, while the project budget is the approved funding amount to deliver the project on the approved schedule. The project budget should always be based on the project cost estimate.

To establish a project budget, the cost estimate is escalated (adjusted) to account for inflation (the anticipated change in the price of labor, materials, and equipment between the time period in which the estimate was prepared and the time period over which the project will be constructed. By applying 'escalation,' the resulting project budget represents the total anticipated amount expected to be paid each year for the work that takes place each year that the project is ongoing. In economic terms, budgets are expressed in "current" dollars. In short, the cost estimate does not include escalation, but the project budget does.

Budget management begins with the establishment of the initial project budget by careful review of the Owner's needs to ensure an accurate estimate of costs at the outset. The project scope and end user needs are evaluated and quantified, and budgetary pricing from our local subcontractors and suppliers is utilized to complete the estimate in alignment with the scope and quality requirements identified by the Owner. Value engineering strategies are then implemented as needed to ensure optimum value for the project. Accurate and thorough bid documents during procurement are invaluable as cost estimating tools; low quality documents lead to inaccurate estimates while high quality documents lead to highly accurate estimates.

The project management team continually forecasts the budget because ongoing oversight will prevent the budget from getting out of hand. The chances of keeping a budget on track are greatly increased with frequent review and analysis. Resource usage needs to be regularly forecast just as the budget to keep it on track. Our Project Managers review the current employee asset allocation and the project's future needs on a weekly basis. This attention to detail allows RMR to ensure that the project is staffed appropriately and that we have the right resources available for the remainder of the project.

Team communication is one of the most important aspects of RMR's project management strategies. By keeping our team informed of the budget status, all members can monitor project changes and take responsibility for keeping the budget on track. Weekly meetings and all-encompassing documentation practices both on and off the jobsite are tools which aid in keeping all team members up to speed on the current status of each project. Problems and potential problems are identified and addressed at the lowest level possible in order to resolve them with little or no delay to the project since delay can equal increased costs. Managing design and construction processes to control key factors helps to ensure our clients receive a facility that matches their expectations and results in reduced operational costs and increased stakeholder satisfaction.

Scope creep is a leading cause of project budget overruns. Our project managers carefully manage scope by ensuring items not included in initial design and construction documentation are addressed in a timely fashion via change order. Before additional work is undertaken, whether this work is initiated by unforeseen circumstances or at the request of the City of Belton, the Project Team will alert the city to the item in question, provide a brief scope of work to be completed, compile an estimate, coordinate changes to drawings, and initiate a change order request. This method coordinates and defines the new scope of work and establishes a new budget. Each project budget is a living document and is treated as such with constant review, update, and adjustment as the project warrants. Our management team carefully watches our budgets to ensure the overall success of the project.

Section 6 - Quality Control

Quality control is integral with project management. Properly managed projects are carried out efficiently without extensive rework and achieve high quality without compromising tight budgets or schedules. We feel that performance is measurable at various stages of a project:

Through the Construction Phase — By managing the construction phase of the project properly, the Project Team has a proven track record of limiting addenda issued prior to bids. Once in construction, each change order is reviewed to ensure requests are reasonable, allowing the Project Team to better manage the construction phase.

Prior to beginning work, subcontractors and suppliers are included as valuable members of the project team via subcontracts or purchase orders for the scope of work or materials to be provided. RMR meets with team members to convey our expectations with regard to quality, performance, schedule, safety, and to allow for the exchange of information and ideas in a strong team atmosphere. Internal pre-construction meetings are held to discuss any concerns or coordination issues, including safety, submittals, specifications, quality control, and site utilization in order to ensure a smooth and successful project. This team approach encourages our subcontractors to become partners in the overall process so that they may contribute valuable insights, learn how to work together, share responsibility, and improve the overall outcome.

Throughout the project, RMR will monitor the sub's performance with regard to quality, schedule, production, and safety to ensure the project stays on track. Our subs are required to comply with our safety and quality control programs on the job site and to comply with our company regulations as to payments, insurance, and other documentation requirements. Trade coordination at the job site is forecast and managed by onsite supervisory personnel. RMR works to reduce or eliminate site coordination problems by ensuring subs have clear, detailed information about the work to be performed, adequate notice to commence their work, and assurance that any prerequisite task is complete and correct, maintaining schedule and budget. Clear understanding of the interdependency of project tasks leads to reduced waste, delays, and costs. In today's construction industry, this mutual interdependence must be encouraged and maintained in order to realize successful project outcomes.

Weekly meetings are held on the job site during construction with all contractors involved in the project. Topics of discussion address safety, submittals, RFIs, communication, coordination, and schedule. Written memoranda may be used to outline prerequisites for the initiation of construction activities specific to each work task. Regular planning meetings are held throughout the construction phase to ensure budget and schedule compliance, and mutual accountability. Prior to the installation of any major equipment, a meeting will be held to review the shutdown, its effect on occupants and operations. A plan specific to each shutdown will be developed and reviewed to lessen client impact. At project closeout, any punch list-type work items not already corrected through our daily incomplete notification processes are addressed, final submittal packages are developed and submitted, and any commissioning activities are carried out. All of these coordination activities and efforts will allow the project to provide value to the stakeholders and to achieve a quality installation, efficient construction operations, cost and waste reductions, prevention of errors and overruns, and to deliver the highest quality project possible.

Section 7 - Dispute Resolution

RMR seeks to avoid disputes throughout the construction process. This avoidance begins with clear communication with the design team concerning holes in any scope of work defined or implied within the construction documents, and carefully selecting subcontractors. RMR utilizes a method of contractual pass-through's to all subcontractors, holding each subcontractor to the same contractual obligations we are held to with the City of Temple. This eliminates confusion and assists RMR in establishing responsibility to the Owner and contractor. RMR uses a standard owner contractor AIA agreement with arbitration clauses that are equitable to each party.

Disputes are handled in several different fashions. Firstly, disputes are identified at the field level. Our field representatives are engaged in daily construction and often catch issues at the beginning stage. Subcontractors are given a warning concerning the issue and the subcontractor's management team is alerted. Safety issues are taken very seriously and subcontractors may be removed from the site immediately. Secondly, all subcontractors are contractually bound to safety and quality provisions. If the issue is left unresolved or continues, the subcontractor will be issued a certified letter which contains a resolution statement, a date required for resolution, and cost change order if applicable. Cost change orders may include monetary penalties applied to non-compliant subcontracted work, especially if the issue affects schedule. Thirdly, in extreme cases, RMR includes an arbitration clause in each AIA subcontract. If issues continue, RMR will enlist an arbitrator to solve the issue. The outcome may result in the removal and replacement of the subcontractor. In such a case, the City of Temple will be made aware of the issue, and RMR will supplement additional subcontractors in order to maintain quality, scope, and budget.

RMR seeks to resolve any dispute in a timely and amenable fashion. We have not had any disputes in the recent past that have ended in any other resolution than a mutually agreed upon arbitration meeting.

Section 1 - Services and Items Included:

We have included in our pricing proposal as follows:

Pre-Construction Documents Phase:

contract administration	risk management
information management	cost compliance monitoring
schedule management	quality management procurement
construction oversight	construction cost review
construction contract buyout	

Section 2 - Services and Items Not Included:

Any remediation and/or abatement of asbestos laden material or water intrusion issues is excluded.

Any unforeseen or concealed items due to existing conditions or construction will be brought to the attention of the city of Temple oversight manager and discussed prior to moving forward.

Section 3 – proposed fee for pre-construction services

RM Rodriguez construction proposes a standard flat rate fee schedule of 5% for all expenses in this task.

Section 4 – proposed fee for construction services

RM Rodriguez Construction proposes a standard flat rate fee schedule of 8.75% for all expenses in this task.

PART V - Clarification of Proposal

Clarification of Proposal:

The following should be considered clarifications for the final proposal:

-

PART VI - Signature of Officer of Firm

Signature of Officer Firm:

I (we), the undersigned, understand that the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of any agreement subsequently made with the Owner, and we attest to the best of our knowledge, to its accuracy.



Managing Partner

February 20, 2024

Rene Rodriguez

Title

Date

RM Rodriguez Construction L.P.

Projects:

Cedarbrake Retreat Center - 5602 TX-317, Temple, Texas 76513

Project Value: \$1,400,000

Percent Complete: 90%

Date of Completion: February 2024

Owner: Catholic Diocese of Austin
6225 US Highway 290 E
Austin, Texas 78723

Contact: Patrick Baker
Email: Patrick-baker@austindiocese.org
Phone: 512 949-2418

Architect: W.C. Scarmardo Architect & Interiors
Contact: Bill Scarmardo
3200 Crane Ave. -
Bryan, Texas 77801
Phone: 979-779-3424
Email: Bill@Scarmardo.com

City of Temple Emergency Response - Temple, Texas

Project Value: \$ varies

Percent Complete: 100%

Date of completion: current

Owner: City of Temple
2 N Main Street
Temple, Texas 76501

Contact: Douglas Ayers
City of Temple Engineering Services
3210 E Ave H, Bldg. C
Temple, Texas 76501
Phone: 254-298-5464
Email: dayers@templetx.gov

Holy Family Catholic Church – 1001 Georgetown Road, Copperas Cove, Texas

Project Value: \$1,772,000.00

Percent Complete: 100%

Date of Completion: October 2015

Owner: Catholic Diocese of Austin
6225 US Highway 290 E
Austin, Texas 78723

Contact: Patrick Baker
Email: Patrick-baker@austindiocese.org
Phone: 512-949-2418

Architect: The Wallace Group
Contact: Darrell Vickers
200 W Hwy 6, Suite 620
Waco, Texas 76712
Phone: 254 772-9272
Email: darrellv@wallace-group.com

City of Temple – Clarence Martin Recreation Building, 102 West Elm, Temple, TX

Project Value: \$596,925

Percent Complete: 92%

Date of Completion: January 2022

Owner: City of Temple
Purchasing & Facility Services
3210 E Avenue H, Building C
Temple, TX 76501

Contact: Belinda Mattke, Randi Faust
Email: BMattke@TempleTX.gov; RFaust@TempleTX.gov;
Phone: 254-298-5809

Architect: Neal Architectural Group
Contact: Kelly Garcia
1023 Canyon Creek Drive, Suite 125
Temple, TX 76502
Phone: 254-778-1466
Email: Kelly@nealarchitects.com

Christ the King Catholic Church – 210 E 24th St, Belton, TX 76513

Project Value: \$2,500,000

Percent Complete: 95%

Date of Completion: February 2024

Owner: Christ the King Catholic Church
210 E 24th St,
Belton, TX 76513

Contact: Krista Kaulfus
Email: Communication@ctkbelton.org
Phone: 254-939-0806

Architect: MRB Group
Tanya Reed

Phone: 254-771-2054
Email: Tanya.Reed@mrbgroup.com

Central Plaza Apartments – 103 East Central Ave, Temple, TX, 76501

Project Value: \$4,800,000

Percent Complete: 80%

Date of Completion: May 2024

Owner: Velan Marimuthu
VMR Properties Group LLC
Irving, TX 75039

Contact: Velan Marimuthu
Email: Velan@vmrpropertiesgroup.com
Phone: 615-554-5710

Architect: MRB Group – Temple
Tanya Reed/Daniel Mojica

Phone: 254-771-2054
Email: Tanya.Reed@mrbgroup.com
Daniel.Mojica@mrbgroup.com

Central Counties Services – 304 South 22nd Street, Temple, TX 76501

Project Value: \$1,519,450

Percent Complete: 100%

Date of Completion: February 2022

Owner: Central Counties Services (CCS)
304 South 22nd Street
Temple, Texas 76501

Contact: Johnnie Wardell, MS
Executive Director

Email: Johnnie.Wardell@ccs1967.org

Phone: 254-298-7006

Architect: MRB Group
Tanya Reed

Phone: 254-771-2054

Email: Tanya.Reed@mrbgroupp.com

Rene M. Rodriguez · President

Rene takes an active role in the day to day management of the company and current projects. His 44+ years of construction experience provide expertise and support for the project team. Rene will be involved with this project from award through final completion and will provide guidance and direction for a successful project.

Bryan C Smith · Project Manager

Bryan joined the company in 2020 and brings over 42 years of construction experience. Bryan began his career as a Project Manager before concentrating on estimating, construction services, and project implementation. His experience includes multi-million dollar public sector projects, as well as large private sector projects all over the United States, Europe, and Canada. At RM Rodriguez Construction, Bryan has taken on the role of Project Manager and currently manages the projects for the City of Belton and private clients. His attention to detail, active management practices and working knowledge of Federal and State contracting requirements have made him an asset to the company and will make this project a success.

Tom Ogilvie · Superintendent

Tom will be assigned as General Superintendent for this project and has been in the construction industry for over 37 years. He has extensive experience as Superintendent as well as a Field Manager and relies upon this experience to provide supervision and direction on site. Tom is currently assigned to the Christ the King Catholic Church facility in Belton, TX.

Company Summary

RM Rodriguez Construction was incorporated as a limited liability corporation in the state of Texas in November of 2008. In December of 2009 the company was changed from a limited liability corporation to a limited partnership. We perform general contracting and design/build services for the commercial construction industry and self-perform many trades.

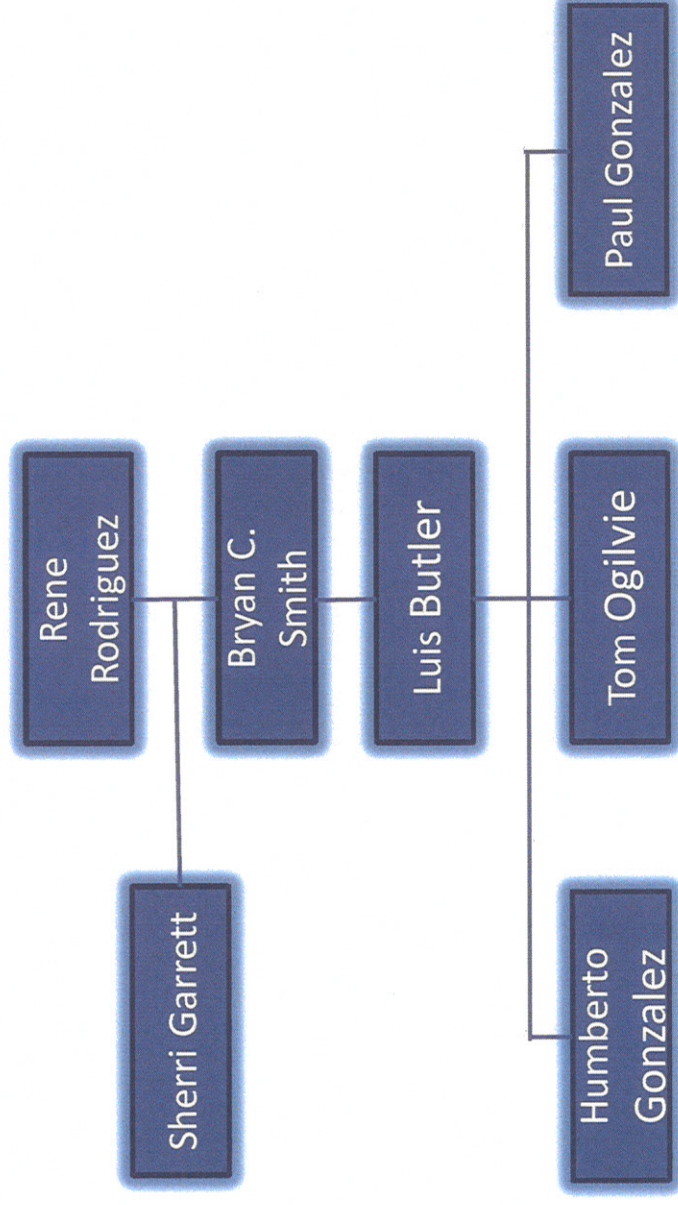
The first full year of operations, 2009, the company had planned to perform approximately \$300,000 worth of work; we actually had closer to \$1.6 million in revenues. In 2010, the company again surpassed the revenue goals with award of over \$5 million in contracts. This growth has occurred during a particularly difficult economic time for the construction industry. Additionally, many of our private clients are repeat customers, directly crediting the efficient management and quality performance of RM Rodriguez Construction.

Over his career, Mr. Rodriguez has NEVER left a job uncompleted or been asked to leave for any reason. Because of his strong work ethic and integrity, he has never had to file a claim against any bonding company.

Safety is a primary concern for the company. The company has an independent safety auditor that ensures the safety program is being implemented properly.

RM Rodriguez Construction Organizational Chart

Mt. Zion Methodist Church



Rodriguez Construction
5116 S. General Bruce Dr - Suite A
Temple, TX 76502

PROJECT: xxxxxxxxxxxxxx

ADDRESS: xxxxxxxxxxxxxxxx

DATE: xxxxxxxxxxxxxxxx

SR #	CSI SECT	DESCRIPTION	QUANTITY	WASTAGE (10%)	QTY WITH WASTAGE	UNIT OF MEASUREMENT	UNIT COST (LAB+MAT)	TOTAL ITEM COST	TOTAL TRADE COST
DIV. 01 GENERAL CONDITIONS									\$ -
1		Permits Documentation And Fees	1	0%	1	LS	\$ -		
2		Hazardous Waste Or Disposal Work	1	0%	1	LS	\$ -		
3		Owner Purchased, Contractor Installed Items	1	0%	1	LS	\$ -		
4		Contractors Use Of New And Existing Facilities	1	0%	1	LS	\$ -		
5		Correction Of Unsatisfactory Conditions	1	0%	1	LS	\$ -		
6		Restoration Of Unit Damaged During Installation	1	0%	1	LS	\$ -		
7		Replacement Of Units Which Cannot Be Restored	1	0%	1	LS	\$ -		
8		Maintaining Existing Construction In Weather High Conditions	1	0%	1	LS	\$ -		
9		Signage	1	0%	1	LS	\$ -		
10		Supervisory Personnel	1	0%	1	LS	\$ -		
11		Temporary Services	1	0%	1	LS	\$ -		
12		Water	1	0%	1	LS	\$ -		
13		Lighting And Power	1	0%	1	LS	\$ -		
14		Toilet Facilities	1	0%	1	LS	\$ -		
15		Material Storage	1	0%	1	LS	\$ -		
16		Contractor's Safety Program	1	0%	1	LS	\$ -		
DIV. 02 SITE CONSTRUCTION									\$ 346,853.91
DEMOLITION:									
17		Removal Of Gravel Section	15050	0%	15,050	SF	\$ 0.8	\$ 12,040	
18		Removal Of Concrete	1	0%	1	ls	\$ 500.0	\$ 500	
19		Removal Of Countertop	27	0%	27	SF	\$ 10.0	\$ 273	
20		Removal Of Floor	1317	0%	1,317	SF	\$ 2.1	\$ 2,765	
21		Removal Of Trash Compactor	1	0%	1	ls	\$ 200.0	\$ 200	
22		Removal Of Walls	2780	0%	2,780	SF	\$ 2.2	\$ 6,116	
23		Removal Of 6" CMP Culvert	27	0%	27	LF	\$ 8.0	\$ 214	
24		Removal Of Millwork	18	0%	18	LF	\$ 9.0	\$ 163	
25		Removal Of Fence	120	0%	120	LF	\$ 11.0	\$ 1,320	
26		Removal Of Dishwasher	1	0%	1	EA	\$ 100.0	\$ 100	
27		Removal Of Doors	11	0%	11	EA	\$ 150.0	\$ 1,650	
28		Removal Of Double Warming Ovens	2	0%	2	EA	\$ 125.0	\$ 250	
29		Removal Of Drinking Fountain	1	0%	1	EA	\$ 175.0	\$ 175	
30		Removal Of Refrigerator	1	0%	1	EA	\$ 125.0	\$ 125	
31		Removal Of Sink	6	0%	6	EA	\$ 100.0	\$ 600	
32		Removal Of Stairs	30	0%	30	EA	\$ 70.0	\$ 2,100	
33		Removal Of Trees	7	0%	7	EA	\$ 150.0	\$ 1,050	
34		Removal Of Urinal	2	0%	2	EA	\$ 100.0	\$ 200	
35		Removal Of Vanity	1	0%	1	EA	\$ 100.0	\$ 100	
36		Removal Of Water Closet	3	0%	3	EA	\$ 125.0	\$ 375	
37		Remove And Relocate Existing Sign	1	0%	1	EA	\$ 150.0	\$ 150	
38		Relocate Water Heater	1	0%	1	EA	\$ 450.0	\$ 450	
SITE:									
39		New Concrete Sidewalk	580	10%	638	SF	\$ 8.2	\$ 5,234	
40		New Pavement	34616	10%	38,077	SF	\$ 7.2	\$ 274,156	
41		8" PVC DR14 Fire Service	285	10%	314	LF	\$ 52.3	\$ 16,397	
42		New Domestic Poly Water Service	372	10%	409	LF	\$ 38.9	\$ 15,901	
43		Fire Hydrant	1	0%	1	EA	\$ 4,250.0	\$ 4,250	
DIV. 03 CONCRETE									\$ 3,745.10
CONCRETE FOOTING:									
44		1'-0" Wide x 2'-0" Deep Reinforced Concrete Footing	2.22	10%	2	CY	\$ 825.0	\$ 2,015	
CONCRETE FOOTING:									
45		1'-10" Dia x 8'-0" Deep Concrete Column Footer	0.70	10%	1	CY	\$ 825.0	\$ 635	
CONCRETE SLAB:									
46		Slab Reinforcing: #3 Bars 16" O.C Each Way In 4" Thick Concrete Slab	68.55	10%	75	SF	\$ 9.2	\$ 694	

47	Slab Reinforcing: #3 Bars 16" O.C Each Way In 5" Thick Concrete Slab	33.18	10%	36	SF	\$ 11.0	\$ 401
DIV. 05 METAL							\$ 13,398.10
48	6"x2.5"x16 GA CEE Purlins @ 2" O.C.	303	10%	333	LF	\$ 22.7	\$ 7,566
49	8"x2.5"x16 GA Box Beam	87	10%	96	LF	\$ 30.3	\$ 2,900
50	4x4x1/4" HSS Column	40	10%	44	LF	\$ 38.9	\$ 1,712
51	Metal Panels	76	10%	84	SF	\$ 14.6	\$ 1,221
DIV. 06 WOOD, PLASTICS & COMPOSITES							\$ 104,139.69
WOODEN STUDS:							
52	2x4 Stud Wall @ 16" O.C. (6807 LF W/ 10% Of Wastage)	8,252	10%	9,077	SF	\$ 3.1	\$ 28,139
53	2x6 Stud Wall @ 16" O.C. (139 LF W/ 10% Of Wastage)	169	10%	186	SF	\$ 3.6	\$ 668
54	P1: Toilet Partition, Floor Mounted-Overhead Bracedr, Model; Hiney Hiders, Manufacturer; Scranton	344	10%	378	SF	\$ 8.9	\$ 3,364
FRAMING:							
55	2x12 Southern Pine	42	10%	46	LF	\$ 13.0	\$ 601
56	2x12 Stair Stringers	83	10%	91	LF	\$ 13.0	\$ 1,183
57	2x8 Joists @ 16" O.C.	28	10%	31	SF	\$ 10.6	\$ 323
58	TJW Open Web Truss @ 16" O.C.	1,466	10%	1,613	SF	\$ 12.2	\$ 19,674
BEAMS:							
59	2x10 Beam	10	10%	11	LF	\$ 10.9	\$ 120
60	2x12 Beam	11	10%	12	LF	\$ 12.7	\$ 154
61	LVL 3-1/2" x 11-7/8" Beam	21	10%	23	LF	\$ 14.7	\$ 342
MILLWORK:							
62	Drawer: 1'-5" x 0'-4"	4	0%	4	EA	\$ 125.0	\$ 500
63	Drawer: 1'-6" x 0'-4"	2	0%	2	EA	\$ 130.0	\$ 260
64	Drawer: 1'-9" x 0'-4"	4	0%	4	EA	\$ 140.0	\$ 560
65	Drawer: 2'-0" x 0'-4"	1	0%	1	EA	\$ 150.0	\$ 150
66	Drawer: 4'-0" x 0'-4"	2	0%	2	EA	\$ 200.0	\$ 400
67	Cabinet: 2'-0" x 2'-4"	4	0%	4	EA	\$ 300.0	\$ 1,200
68	Cabinet: 1'-5" x 1'-10"	4	0%	4	EA	\$ 250.0	\$ 1,000
69	Cabinet: 1'-6" x 1'-11"	2	0%	2	EA	\$ 230.0	\$ 460
70	Cabinet: 1'-9" x 1'-11"	2	0%	2	EA	\$ 270.0	\$ 540
71	Cabinet: 2'-0" x 2'-0"	1	0%	1	EA	\$ 280.0	\$ 280
72	Cabinet: 2'-6" x 1'-4"	2	0%	2	EA	\$ 275.0	\$ 550
73	Cabinet: 3'-0" x 2'-6"	1	0%	1	EA	\$ 350.0	\$ 350
74	Cabinet: 3'-3" x 2'-6"	3	0%	3	EA	\$ 325.0	\$ 975
75	Cabinet: 3'-8" x 2'-6"	1	0%	1	EA	\$ 375.0	\$ 375
76	Cabinet: 3'-9" x 1'-11"	1	0%	1	EA	\$ 300.0	\$ 300
77	Cabinet: 4'-0" x 2'-2"	2	0%	2	EA	\$ 330.0	\$ 660
78	Robe & Shelves	6	10%	6	LF	\$ 70.0	\$ 424
COLUMNS:							
79	8"x8" Columns	64	10%	70	LF	\$ 17.8	\$ 1,250
FASICA BOARD:							
80	1x8 Fasica Board	24	10%	26	LF	\$ 7.0	\$ 185
STAIR:							
81	Stair	40	0%	40	RISER	\$ 275.0	\$ 11,000
82	3'-6" High Stair Guardrail	28	10%	31	LF	\$ 42.0	\$ 1,292
83	Stair Handrail	50	10%	55	LF	\$ 21.0	\$ 1,152
WOOD PLATE:							
84	2x4 Top Wood plate at studs wall	1,640	10%	1,804	LF	\$ 5.6	\$ 10,102
85	2x4 Bottom Wood plate at studs wall	820	10%	902	LF	\$ 5.6	\$ 5,051
86	2x6 Top Wood plate at studs wall	34	10%	37	LF	\$ 7.0	\$ 262
87	2x6 Bottom Wood plate at studs wall	17	10%	19	LF	\$ 7.0	\$ 131
PLYWOOD SHEATHING:							
88	3/4" T & G Subfloor Plywood Sheathing (3/4"x4"x8') (44 Sheets W/ 10% Wastage)	2,066	10%	2,273	SF	\$ 3.6	\$ 8,181
89	1/2" OSB Roof Plywood Sheathing (5/8"x4"x8') (141 Sheets W/ 10% Wastage)	530	10%	583	SF	\$ 3.4	\$ 1,982
DIV. 07 THERMAL & MOISTER PROTECTION							\$ 27,655.23
ROOFING:							
90	Standing Seam Metal Roof	530	10%	584	SF	\$ 11.5	\$ 6,711
91	Aluminium Gutter	48	10%	53	LF	\$ 15.6	\$ 824

92	Aluminium Downspout	28	10%	31	LF	\$ 11.0	\$ 339
93	Metal Drip Edge	48	10%	53	LF	\$ 5.0	\$ 264
INSULATION:							
94	R-38 Batt Insulation @ Roof	530	10%	583	SF	\$ 2.8	\$ 1,632
95	R-30 Batt Insulation @ Floor	2,066	10%	2,273	SF	\$ 2.6	\$ 5,909
96	Sound Attenuation Insulation @ Interior Wall	4,734	10%	5,207	SF	\$ 2.3	\$ 11,977
DIV. 08 OPENING							\$ 65,710.00
DOORS:							
97	101B: Solid Core Wood w/ Side Lites, Stained, Painted Hollow Metal Frame: 6'-0" x 7'-0"	1	0%	1	EA	\$ 1,675.0	\$ 1,675
98	102: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
99	103A: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 6'-0" x 7'-0"	1	0%	1	EA	\$ 1,675.0	\$ 1,675
100	103B: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 6'-0" x 7'-0"	1	0%	1	EA	\$ 1,675.0	\$ 1,675
101	104: Solid Core Wood, Painted, Painted Hollow Metal Frame: 3'-6" x 7'-0"	1	0%	1	EA	\$ 1,350.0	\$ 1,350
102	106: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
103	107: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
104	108: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
105	109: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
106	111A: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
107	111B: Painted Steel, Painted Hollow Metal Frame: 4'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
108	112A: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
109	112B: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
110	112C: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
111	113: Solid Core Wood W/ View Lite, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
112	114: Solid Core Wood w/ Side Lites, Stained, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
113	115: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
114	116: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
115	117: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
116	118: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
117	119: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
118	121: Painted Steel, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,460.0	\$ 1,460
119	122: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
120	123: Solid Core Wood w/ Side Lites, Stained, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
121	201: Solid Core Wood w/ Side Lites, Stained, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
122	202: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
123	203: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
124	204: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
125	205: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
126	206: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
127	207: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
128	208: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
129	209: Solid Core Wood w/ View Lite, Painted, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
130	210: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250

131	211: Solid Core Wood, Plastic Laminated, Painted Hollow Metal Frame: 3'-0" x 7'-0"	1	0%	1	EA	\$ 1,250.0	\$ 1,250
132	Solid Core Wood Door: 2'-0" x 7'-0"	5	0%	5	EA	\$ 800.0	\$ 4,000
133	Solid Core Wood w/ Side Lites, Stained, Painted Hollow Metal Frame: 6'-0" x 7'-0"	1	0%	1	EA	\$ 1,675.0	\$ 1,675
WINDODS:							
134	Single Hung Window: 2'-0" x 4'-0"	2	0%	2	EA	\$ 400.0	\$ 800
135	Single Hung Window: 3'-0" x 3'-0"	5	0%	5	EA	\$ 525.0	\$ 2,625
HARDWARE:							
136	Door Hardware (Hinges, Passage/locking Sets, knobs/Levers, Deadbolts, Stoppers, Latches, Push/pull plates	41	0%	41	EA	\$ 275.0	\$ 11,275
DIV. 09 FINISHES							\$ 311,157.93
GYPSUM WALL BOARD:							
137	5/8" Gypsum Wall Board @ Interior Wall (559 SHEETS OF 4'x8' SIZE, 1989 SY GYPSUM PASTER, 6708 LF TAPE & 13416 SCREWS & BOLTS)	16,274	10%	17,901	SF	\$ 3.5	\$ 62,655
CEILING FINISHES:							
138	Gypsum Board Ceiling W/ Resilient Channel	4,398	10%	4,838	SF	\$ 4.8	\$ 23,221
139	2x2 Accoustical Ceiling Tile	3,601	10%	3,961	SF	\$ 8.2	\$ 32,479
140	Tounge And Groove Wood (Pine) Ceiling	136	10%	149	SF	\$ 7.4	\$ 1,105
FLOORING: (Assumed)							
141	CPT1: CALM 54738, Colour; Gesture 00106, Manufacturer; Philadelphia Commercial, Carpet Flooring	339	10%	373	SF	\$ 9.8	\$ 3,656
142	CPT2: Rebalance 24" x 24" , Colour; TBD, Manufacturer; Patcraft, Carpet Flooring	1,165	10%	1,282	SF	\$ 10.0	\$ 12,818
143	FT1: SOHO M6X2 12" x 24" , Colour; Grey, Manufacturer; Marazzi, Floor Tile	321	10%	353	SF	\$ 11.9	\$ 4,196
144	FT2: WINDMERE W102 12" x 24" , Colour; Irish Brown, Manufacturer; American Olean, Floor Tile	95	10%	104	SF	\$ 12.0	\$ 1,250
145	LVT1: Crossover 00770 7" x 48" , Colour; Rustic, Manufacturer; Patcraft, Luxury Vinyl Tile Flooring	4,330	10%	4,764	SF	\$ 14.8	\$ 70,500
146	VCT1: 12" x 12" , Colour; Sand Castle, Manufacturer; Tarkett, Vinyl Composite Tile Flooring	922	10%	1,014	SF	\$ 13.2	\$ 13,383
WALL TILE:							
147	WT1: 4.25" x 12.75" , Colour; Artic White, Manufacturer; Daltile, Wall Tile	183	10%	201	SF	\$ 13.6	\$ 2,736
148	WT2: 4.25" x 12.75" , Colour; Black, Manufacturer; Daltile, Wall Tile	5	10%	6	SF	\$ 13.6	\$ 78
149	WT3: 4" x 12" , Colour; North Granite, Manufacturer; Atlas Concorde, Wall Tile	365	10%	402	SF	\$ 13.0	\$ 5,224
PAINT:							
150	Sherwin Williams Paint @ Wall (1 Coat Of Primer & 2 Coat Of Paint) 55.74 Gallon	16,274	10%	17,901	SF	\$ 2.6	\$ 46,544
151	Sherwin Williams Paint @ Ceiling (1 Coat Of Primer & 2 Coat Of Paint) 22.26 Gallon	4,398	10%	4,838	SF	\$ 3.0	\$ 14,513
152	PNT1: HGSW 2507 Colour; Paper Craft, Manufacturer; Sherwin Williams, Wall Paint	1,188	10%	1,307	SF	\$ 2.8	\$ 3,659
153	PNT10: HGSW 3474 Colour; HAMMERED Zinc, Manufacturer; Sherwin Williams, Wall Paint	231	10%	255	SF	\$ 2.8	\$ 713
WALL BASE:							
154	RB1: Product No; 196, Colour; Ivory, Manufacturer; Roppe, 4" Rubber Wall Base	1,642	10%	1,806	LF	\$ 5.3	\$ 9,574
155	RB2: Product No; 175, Colour; Slate, Manufacturer; Roppe, 4" Rubber Wall Base	195	10%	214	LF	\$ 5.2	\$ 1,115
156	RB3: Product No; 640, Colour; Creek Bed, Manufacturer; Roppe, 4" Rubber Wall Base	60	10%	66	LF	\$ 5.6	\$ 368
157	RB4: Product No; 191, Colour; Camel, Manufacturer; Roppe, 4" Rubber Wall Base	144	10%	159	LF	\$ 5.5	\$ 873
158	RB5: Product No; 130, Colour; Buckskin, Manufacturer; Roppe, 4" Rubber Wall Base	84	10%	92	LF	\$ 5.4	\$ 498
DIV. 10 SPECIALITIES							\$ 4,840.00
159	B1: Surface Mounted Paper Towel Dispenser, Model; B-262, Manufacturer; Bobrick Washroom Equipment, Inc.	2	0%	2	EA	\$ 130.0	\$ 260
160	C: Surface-Mounted Soap Dispenser, Model; B-2111, Manufacturer; Bobrick Washroom Equipment, Inc.	4	0%	4	EA	\$ 120.0	\$ 480

161	Model; B-3588, Manufacturer; Bobrick Washroom Equipment, Inc.	7	0%	7	EA	\$ 150.0	\$ 1,050
162	K; Welded Frame Mirror, Model; B-290 2436, Manufacturer; Bobrick Washroom Equipment, Inc.	5	0%	5	EA	\$ 250.0	\$ 1,250
163	N1: Straight Peened Grab Bar, Model; B-5806.99X36, Manufacturer; Bobrick Washroom Equipment, Inc.	4	0%	4	EA	\$ 150.0	\$ 600
164	N2: Straight Peened Grab Bar, Model; B-5806.99X42, Manufacturer; Bobrick Washroom Equipment, Inc.	4	0%	4	EA	\$ 175.0	\$ 700
165	Q1: Surface Mounted Baby Changing Station, Model; KB110-SSWM, Manufacturer; Bobrick Washroom Equipment, Inc.	2	0%	2	EA	\$ 250.0	\$ 500
DIV. 11 EQUIPMENTS							\$ 3,875.00
166	Double Warming Ovens	1	0%	1	EA	\$ 650.0	\$ 650
167	Microwave Oven	1	0%	1	EA	\$ 575.0	\$ 575
168	Refrigerator	1	0%	1	EA	\$ 800.0	\$ 800
169	Knox Box	1	0%	1	EA	\$ 250.0	\$ 250
170	Recessed Fire Extinguisher Cabinet	4	0%	4	EA	\$ 400.0	\$ 1,600
DIV. 12 FURNISHINGS							\$ 9,652.63
171	3/4" Solid Surface Toilet Countertop	29	10%	32	SF	\$ 70.0	\$ 2,246
172	3/4" Granite Kitchen Island Countertop	25	10%	27	SF	\$ 85.0	\$ 2,336
173	1-1/4" Kitchen Granite Countertop	47	10%	52	SF	\$ 98.0	\$ 5,071
DIV. 22 PLUMBING							\$ 24,605.66
<u>COLD WATER SUPPLY:</u>							
174	1/2" Cold Water Supply	126	10%	139	LF	\$ 24.6	\$ 3,410
175	3/4" Cold Water Supply	97	10%	107	LF	\$ 28.0	\$ 2,988
<u>HOT WATER SUPPLY:</u>							
176	1/2" Hot Water Supply	102	10%	112	LF	\$ 25.0	\$ 2,805
<u>SANITARY SEWER PIPE:</u>							
177	2" Sanitary Sewer Pipe	52	10%	57	LF	\$ 20.0	\$ 1,144
178	4" Sanitary Sewer Pipe	50	10%	55	LF	\$ 25.9	\$ 1,425
<u>PLUMBING FIXTURES:</u>							
179	Standard Consumption Floor Mount, Elongated Bowl, Pressure Assisted Flush Tank Water closet	7	0%	7	EA	\$ 850.0	\$ 5,950
180	Wall Mounted ADA Lavatory	5	0%	5	EA	\$ 625.0	\$ 3,125
181	Urinal	1	0%	1	EA	\$ 500.0	\$ 500
182	Dishwasher	1	0%	1	EA	\$ 375.0	\$ 375
183	Kitchen Sink Double Compartment	2	0%	2	EA	\$ 450.0	\$ 900
184	MOP Sink With Service Faucet And Vacuum Breaker Mounted	1	0%	1	EA	\$ 425.0	\$ 425
185	Allowance For Valves	1	0%	1	LS	\$ 1,560.0	\$ 1,560
DIV. 23 MECHANICAL							\$ 99,574.97
<u>DUCTS:</u>							
186	Duct: 8" Dia Duct	15	10%	17	LF	\$ 26.7	\$ 441
187	Duct: 10" Dia Duct	15	10%	17	LF	\$ 30.0	\$ 495
188	Duct: 9x10	21	10%	23	LF	\$ 29.1	\$ 660
189	Duct: 12x10	43	10%	47	LF	\$ 32.8	\$ 1,551
190	Duct: 12x14	18	10%	19	LF	\$ 34.0	\$ 658
191	Duct: 14x12	22	10%	24	LF	\$ 37.9	\$ 923
192	Duct: 16x14	16	10%	17	LF	\$ 41.0	\$ 700
193	Duct: 16x20	7	10%	8	LF	\$ 44.6	\$ 360
194	Duct: 16x8	21	10%	23	LF	\$ 36.6	\$ 845
195	Duct: 18x14	34	10%	37	LF	\$ 47.6	\$ 1,772
196	Duct: 18x16	15	10%	17	LF	\$ 49.4	\$ 815
197	Duct: 20x16	11	10%	12	LF	\$ 53.0	\$ 635
198	Duct: 20x18	16	10%	18	LF	\$ 55.0	\$ 968
199	Duct: 20x20	28	10%	31	LF	\$ 57.0	\$ 1,756
200	Duct: 20x45	7	10%	8	LF	\$ 74.8	\$ 576
201	Duct: 22x20	15	10%	16	LF	\$ 60.2	\$ 962
202	Duct: 24x20	19	10%	21	LF	\$ 64.0	\$ 1,338
203	Duct: 28x20	38	10%	42	LF	\$ 68.9	\$ 2,880
<u>DRAIN:</u>							
204	FD: ZURN ZN-415, Floor Drain	2	0%	2	EA	\$ 150.0	\$ 300
<u>DAMPER:</u>							

205	Volume Damper	41	0%	41	EA	\$ 375.0	\$ 15,375
EQUIPMENTS:							
206	Smoke Detector	3	0%	3	EA	\$ 280.0	\$ 840
207	Thermostat	3	0%	3	EA	\$ 275.0	\$ 825
208	AHU-1: (5 Ton)	1	0%	1	EA	\$ 7,475.0	\$ 7,475
209	AHU-2: (5 Ton)	1	0%	1	EA	\$ 7,475.0	\$ 7,475
210	CU-1: (5 Ton)	1	0%	1	EA	\$ 13,750.0	\$ 13,750
211	CU-2: (5 Ton)	1	0%	1	EA	\$ 13,750.0	\$ 13,750
FANS:							
212	EF: 190 CFM, Manufacturer Ref; L.COOK, Model No; Gemimi GC 126-188, Ceiling Exhaust Fan	1	0%	1	EA	\$ 425.0	\$ 425
213	EF: 210 CFM, Manufacturer Ref; L.COOK, Model No; Gemimi GC 126-188, Ceiling Exhaust Fan	1	0%	1	EA	\$ 425.0	\$ 425
214	EF: 70CFM, Manufacturer Ref; L.COOK, Model No; Gemimi GC 126-188, Ceiling Exhaust Fan	2	0%	2	EA	\$ 425.0	\$ 850
RETURN GRILL:							
215	RA: 1250 CFM Return Grill	3	0%	3	EA	\$ 450.0	\$ 1,350
216	RA: 1600 CFM Return Grill	1	0%	1	EA	\$ 450.0	\$ 450
217	RA: 1800 CFM Return Grill	1	0%	1	EA	\$ 450.0	\$ 450
218	RA: 500 CFM Return Grill	1	0%	1	EA	\$ 450.0	\$ 450
SUPPLY GRILL:							
219	S1: 500CFM Supply Grill	1	0%	1	EA	\$ 400.0	\$ 400
220	S1: 600CFM Supply Grill	11	0%	11	EA	\$ 400.0	\$ 4,400
221	S2: 190CFM Supply Grill	1	0%	1	EA	\$ 400.0	\$ 400
222	S2: 200CFM Supply Grill	16	0%	16	EA	\$ 400.0	\$ 6,400
223	S2: 210CFM Supply Grill	1	0%	1	EA	\$ 400.0	\$ 400
224	S2: 70CFM Supply Grill	2	0%	2	EA	\$ 400.0	\$ 800
225	S3: 200CFM Supply Grill	5	0%	5	EA	\$ 400.0	\$ 2,000
WATER HEATER:							
226	WH: Rheem - XE40M06ST45U1 Furnish With Two 1500W Elements, Water Heater	1	0%	1	EA	\$ 2,250.0	\$ 2,250
DIV. 26 ELECTRICAL							\$ 88,995.00
POWER ITEMS:							
227	Wall Switch SPST, 20A 120/277V, White	27	0%	27	EA	\$ 130.0	\$ 3,510
228	2 Way Wall Switch, 20A 120/277V, White	1	0%	1	EA	\$ 145.0	\$ 145
229	3 Way Wall Switch, 20A 120/277V, White	7	0%	7	EA	\$ 160.0	\$ 1,120
230	Multi Way Switch	1	0%	1	EA	\$ 170.0	\$ 170
231	Wall Dimmer Switch	2	0%	2	EA	\$ 130.0	\$ 260
232	Wall Mounted Occupancy Sensor LevitonOPDS 10-13W OR Equal	4	0%	4	EA	\$ 275.0	\$ 1,100
233	20A White Tamper Proof Duplex Receptacle	62	0%	62	EA	\$ 150.0	\$ 9,300
234	20A White Tamper Proof Quadroxplex Receptacle	6	0%	6	EA	\$ 200.0	\$ 1,200
235	20A White GFI Tamper Proof Duplex Receptacle	4	0%	4	EA	\$ 170.0	\$ 680
236	20A White GFI Weather Proof Duplex Receptacle	2	0%	2	EA	\$ 210.0	\$ 420
237	20A White Isolated Ground Duplex Receptacle	2	0%	2	EA	\$ 145.0	\$ 290
238	208V Receptacle For Double Oven	1	0%	1	EA	\$ 135.0	\$ 135
239	20A White GFI Tamper Proof Dedicated Duplex Receptacle	7	0%	7	EA	\$ 145.0	\$ 1,015
240	Disconnect Switch	3	0%	3	EA	\$ 140.0	\$ 420
241	Exhaust Fan	4	0%	4	EA	\$ 400.0	\$ 1,600
242	Speaker Backbox	5	0%	5	EA	\$ 175.0	\$ 875
243	T-Stat Backbox	3	0%	3	EA	\$ 175.0	\$ 525
244	Junction Box W/120V Power	4	0%	4	EA	\$ 250.0	\$ 1,000
245	A/V Outlet	13	0%	13	EA	\$ 140.0	\$ 1,820
246	A/V Outlet For Organ Speaker	2	0%	2	EA	\$ 140.0	\$ 280
247	Electric Heater	1	0%	1	EA	\$ 1,575.0	\$ 1,575
248	Invertor A: 175w Emergency Lighting Inverter, Model & Manufacturer; Myers Power Products LV-1-R-1-B 20 03-B	1	0%	1	EA	\$ 325.0	\$ 325
249	Panel A: 208/120 Volt, 3 Phase, 4Wire, 400 Amp	1	0%	1	EA	\$ 2,575.0	\$ 2,575
250	Panel B: 208/120 Volt, 3 Phase, 4 Wire, 100 Amp	1	0%	1	EA	\$ 2,575.0	\$ 2,575
LIGHT ITEMS:							
251	A1: 32w LED 4Ft 2 Lamp Surface Mounted Wraparound, Model & Manufacturer; Saylite 207 Series Low Profile Wraparound 207FR248LS32W4000LG12040K Light	21	0%	21	EA	\$ 330.0	\$ 6,930
252	A2: 48w LED 4Ft 4 Lamp Surface Mounted Wraparound, Model & Manufacturer; Saylite 207 Series Low Profile Wraparound 207FR448LS32W4000LG12040K Light	4	0%	4	EA	\$ 350.0	\$ 1,400
253	B1: 36w LED 3Ft Wall Mounted Restroom Fixture, Model & Manufacturer; Saylite BKv Series BKVMW36LS36W3300LDMV40KCHEND	3	0%	3	EA	\$ 340.0	\$ 1,020

Proposal Form

FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CITY OF BELTON MT. ZION UNITED METHODIST CHURCH RESTORATION AND REHABILITATION PROJECT

Submitted by (Firm Name): RM Rodriguez Construction

Signature of Authorized Representative: 

Address: 5116 S. General Bruce Drive, Suite A, Temple, TX 76502

Telephone: 254-742-0102

Email Address: bryan@rmrodriguezcontruction.com

Date: February 20, 2024

Having examined the Request for Proposals and Instructions to Proposer for the Project and all attachments thereto, the following is a breakdown of all proposed fees.

In submitting its Proposal, the undersigned agrees to the following:

- (i) To hold its Proposal, open for acceptance for 60 days after opening of the Proposals, together with the time period for execution of the Agreement by the parties.
- (ii) To accept the right of City to reject any or all Proposals, to waive formalities and/or irregularities, and to accept the Proposal which City considers the best value to the City based on the Selection Criteria and ranking.
- (iii) By signing this Proposal Form, the undersigned on behalf of the Proposer, affirms that, to the best of his or her knowledge, the information contained in this Proposal is accurate, complete and correct, and has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Proposer in the award of this Proposal.
- (iv) To the Waiver of Claims set out in the Instructions to Proposer for this RFP.

Pre-Construction Phase Services:

Lump Sum: Five thousand dollars

Dollars (\$ 5,000.00)

Construction Phase Services:

Percent: 8.75 Percent Percent (8.75% % of sum of total construction costs)

*** (If the construction phase services portion of this contract increases, the amount of fee may be negotiable.)

General Conditions Costs:

The Proposer shall identify a General Condition's not-to-exceed percentage and amount.

General Conditions Percentage: 15% %

Estimated General Conditions Amount: \$ 25,000
(15% % of sum of total construction costs)

Using the not-to-exceed General Conditions costs identified above, the Proposer shall identify all project management, bonds, insurance, field office and office supply costs for the Project:

Allowable General Condition Line Item Category Cost

Estimated Total

Bonds, Permits and Insurance	\$ 6,500.00
Equipment Rental/Miscellaneous	\$ 2,500.00
Construction Manager's office expenses	\$ 1,500.00
Temporary amenities for Construction Manager Site activities	\$ -----
Site cleanliness and housekeeping	\$ 500.00
Construction trade training program	\$ -----
Health and safety program	\$ 250.00
Security program	\$ -----
Project information and documents	\$ 1,000.00
Construction management labor	\$ 12,500.00

Estimated On-Site Project Management Staff and Rates

Position	Quantity	Months	Monthly Salary Rate and Over Time Rate
Project Executive	0	----	\$ -----
Project Manager	1	6	\$ 3,500.00
Superintendent(s)	1	6	\$ 5,000.00
Assistant Superintendent(s)	0	0	\$ -----

Project Engineer/Expeditor(s)	0		\$	
Field/Office Engineer(s)	0		\$	
Field Office Support Staff	0		\$	
CPM Scheduler	0		\$	
Safety Coordinator/Assistant(s)	0		\$	

ADDENDA

Undersigned acknowledges receipt of the following Addenda:

No. 1 Dated February 14, 2024
 No. Dated
 No. Dated
 No. Dated

REPRESENTATIONS

By execution and submission of this Proposal, the Proposer hereby represents and warrants to City as follows:

1. The Proposer has prior experience on construction projects of the same or similar type, nature and class as the Project.
2. The Proposer has read and understands the Proposal Documents and the Agreement, including attachments thereto, and this Proposal is made in accordance with the Proposal Documents.
3. The Proposer has the financial ability to undertake and perform the work as contemplated by the Proposal and Contract Documents and is not aware of any conditions (financial or otherwise) that would limit or impair its ability to perform its obligations under the Contract Documents.
4. The information provided by Proposer to the City, including all required exhibits are correct, complete and accurate.
5. The person signing this Proposal on behalf of Proposer is duly authorized to do so and has the legal ability to bind the Proposer to the terms of this Proposal.
6. To the fullest extent permitted by applicable law, the Proposer waives any claim it has or may have against the City, the Architect, and their respective Trustees, Officers, Shareholders, Directors, Partners, Agents, Contractors, Consultants and Employees arising out of or in connection with the RFP, the administration, evaluation or recommendation of the proposals; waiver of any formalities or irregularities under the Proposal Documents; acceptance or rejection of any Proposals; and the award of the contract, and disclosure of the evaluations and proposals.

7. Proposer is not an entity related to the Architect as described on Page 13, Section titled, "No Related Entities" of this Request for Proposals.

0

EXHIBITS

The following Exhibits are attached to this Proposal Form and incorporated herein:

- Exhibit 1 – References
- Exhibit 2 – HB 89 Verification
- Exhibit 3 – SB252 Verification
- Exhibit 4 – Certification Regarding Debarment, Suspension and Ineligibility
- Exhibit 5 – Conflict of Interest CIQ
- Exhibit 6 – Conflict of Interest 1295
- Exhibit 7 – Proposal Security/Bid Bond
- Exhibit 8 – Performance Bond
- Exhibit 9 – Payment Bond
- Exhibit 10 – Insurance Requirements

EXHIBIT 1 REFERENCES

Provide three references familiar with the Company's work:

Reference #1

Company Name Central Counties Services

Address 304 S. 22nd Street, Temple, TX 76501

Type of Business Medical

Contact Person Johnnie Wardell, MS, Executive Director

Telephone and Fax #'s 254-298-7006; 254-298-7111

Email Address Johnnie.Wardell@ccs1067.org

Reference #2

Company Name Christ the King Catholic Church

Address 210 E. 24th Ave, Belton, TX 76513

Type of Business Church

Contact Person Krista Kaulfus, Parish Business Administrator

Telephone and Fax #'s 254-939-0806

Email Address Communication@ctkbelton.org

Reference #3

Company Name Clarence Martin Recreation Center

Address 102 West Elm Avenue, Temple, TX 76501

Type of Business Temple Parks and Recreation Center

Contact Person Belinda Mattke, Director Purchasing & Facility Services

Telephone and Fax #'s 254-298-5659

Email Address bmattke@templetx.gov

EXHIBIT 2

House Bill 89 Verification

I, Bryan C Smith (Person's name), the undersigned
representative of RM Rodriguez Construction (Company or Business name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath 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 the above-named Company, business or individual with Bell City, Texas.

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.

02-20-2024

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit 3
Senate Bill 252 Certification Form

Prohibition on Contracts with Terrorist Organizations

The Texas Legislature approved legislation that will impact all government contracts for goods and services. This requires a certification from any vendor/independent contractor entering into a contract with City of Belton to ensure the vendor/contractor complies with the requirements stipulated herein.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153:

SB 252 prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent contractors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization.

I, (authorized official) Bryan C Smith,
do hereby depose and certify the truthfulness and accuracy of the contents of the
statements submitted on this certification, that the company named below:

- 1) does not do business with Iran, Sudan or any Foreign Terrorist Organization;
and
- 2) will not do business with Iran, Sudan or any Foreign Terrorist Organization
during the term of the contract; and
- 3) is not listed on the website of the Comptroller of the State of Texas

RM Rodriguez Construction

Company Name



Signature of Authorized Signature

Project Manager

Title of Authorized Signature

02-20-2024


Date

EXHIBIT 4

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated for cause or default.

Signature:  Title: Project Manager

Printed Name: Bryan C Smith Telephone: 254-742-0102

Date: 02-20-2024

If the Contractor is unable to certify to all the statements in this Certification, such Contractor should attach an explanation to this proposal.



Ms. Jo-ElI Guzman
City of Belton
333 Water Street
Belton, TX 76513

RE: Mt. Zion Methodist Church
Request for Clarifications Regarding Historical Experience/Qualifications

Dear Ms. Guzman:

Per your request RM Rodriguez Construction has compiled and attached a short list of historical projects that have been completed. During my 47 years of construction experience, Rodriguez Construction has been involved in several restorations of historical recognized projects. While the projects identified in this notification are very different, they all had one thing in common and that was to keep the building true to its original construction and presentation.

These projects include:

- The Central Plaza Commercial Office Tower, Temple, TX – We are working on this project as the Construction Manager for the client in restoring the old building to usable, functional facility within the city of Temple. It is currently being restored as an apartment building on floors 2 thru 6 and rentable commercial space on the first floor. The basement provides storage, washers and dryers, workout, and mechanical/fire equipment spaces. The roof has been designed as a mixing space and deck for residents.
- Cedarbrake Catholic Retreat Center, Temple, TX - Being established in 1973, many of these structures have now reached the historical space classification. We have performed a sizable amount of work at the encampment from pricing and planning to construction and rehabilitation of old structures. We just completed a new chapel for them and, although not necessarily a new building, it did allow us to work with historical records, building systems, and alignments to preserve systems on the facility while constructing the new chapel facility.
- The Hill County Courthouse in Hillsboro, Texas, had an interior restoration and was one of the projects Rene was involved with many years ago. The building was constructed in the late 1800's and had been gutted by a fire so there very little left on the inside for us to salvage or save. The interior had to be completed replicated along with the replacement of mechanical and electrical systems.
- St. Mary Catholic Church, Temple, TX – the original building is over 100 years old and our company was responsible for the exterior restoration. The work on this project included restoration and repairs to the exterior finishes of the church, including cracks in the plaster which were repaired prior to painting. The project also required restoration and repairs to the clay tile roof. RM Rodriguez Construction also performed reconstructive work to the two story classroom building, both interior and exterior. The main administrative building was also remodeled several years ago, allowing for the upgrades to the mechanical and electrical center as well as capturing additional space with the upgrading of the kitchen area.
- The Scott Residence, Temple, TX – This residence was the home of one of the founders of Scott & White Memorial Hospital in Temple. The home was built in the 1920's and the scope of work included RM Rodriguez Construction to restore the exterior masonry, cast stone, roof, and windows. The interior was stripped down to its original finishes and then restored. All the mechanical, electrical and plumbing systems were brought up to current building codes and standards.



The projects mentioned above are just a few in our portfolio of projects, both completed and ongoing, as a resident of the Temple Community. We are very excited to be a part of the restoration of the Mt. Zion Methodist Church within the city of Belton. This will continue to be a great asset to the area and the City of Belton. Photos of the projects are attached.

Please let me know if you additional information on our project experience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bryan C Smith', is written over the typed name.

Bryan C Smith
Project Manager
RM Rodriguez Construction

Central Plaza Project – Temple, TX



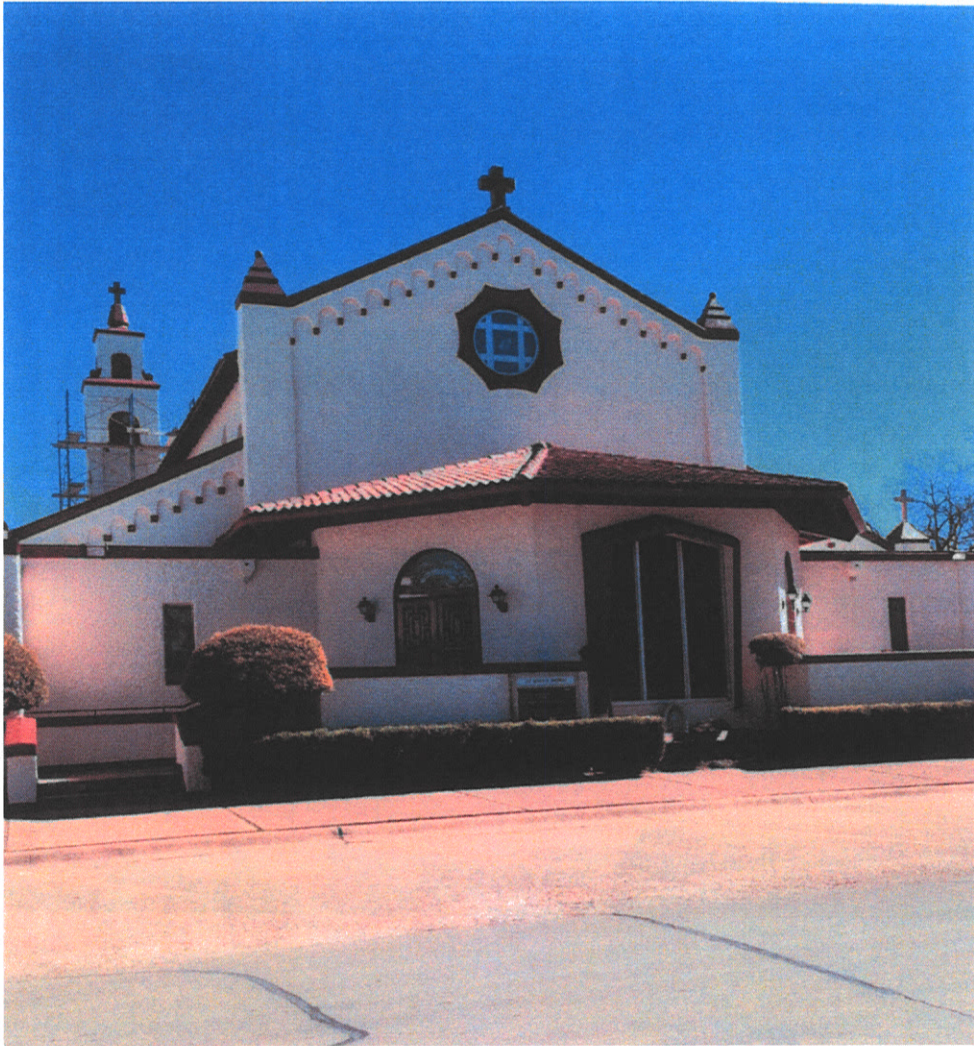
Cedarbrake Catholic Retreat Center – Temple, TX



Hill County Courthouse – Hillsboro, Texas



St. Mary's Catholic Church – Temple, TX



The Scott Residence – Temple, TX
Founding Member of Scott & White Hospital





Staff Report – City Council Agenda Item

Agenda Item #9

Consider implementing recommendations of the City's Beautification Committee regarding funding and associated elements for wall murals in Downtown Belton, including a \$5,000 cost share for the mural at Cochran, Blair and Potts.

Originating Department

Administration – Sam A. Listi, City Manager

Background

The recommendations of the Beautification Committee were presented to Council and endorsed on November 14, 2023. It was anticipated future actions would be needed to implement the recommendations. Several Façade Improvement Grants (FIGS) have been approved since that time, with budgeted funding for FY 2024 increased from \$50,000 to \$150,000. Also, the Council approved the first "Welcome to Belton sign" as a Leadership Belton project on N. TX HWY 317 near the City limit line, allocating \$15,000 as seed money to facilitate fund raising.

Another component which emerged with much excitement was the potential for the City to encourage wall murals in Downtown. The Beautification Committee recommended a series of elements to include:

1. Sign Code Amendment to add Mural Signs;
2. Development of a Mural Sign Grant Application for Council review and approval;
3. Preparation of a Maintenance Agreement for mural sign maintenance by the City; and
4. \$50,000 in City funding was proposed to be added to the budget for mural cost participation.

Item 1:

The sign code amendment is drafted, and a public hearing is scheduled before the Planning and Zoning Commission on March 19, 2024, and City Council on April 9, 2024.

Items 2, 3, & 4:

These items are still in development, and we have received a request for the first mural which is underway, ahead of completing these other matters. Robert Potts seeks assistance in the amount of \$5,000 toward the \$15,000 mural at Cochran, Blair and Potts, located at the intersection of Penelope and Water Streets. The Mural Invoice and the Mural Design are attached. In this case, the City did not have advance review of the mural, and Mr. Potts is not anticipating seeking City maintenance of the mural.

The Beautification Committee recommended a budget allocation of \$50,000 and envisioned up to \$10,000 in City participation per mural - \$7,500 for mural cost share and \$2,500 for 5 years maintenance. Mr. Potts was allocated \$20,000 in FIG grant funds towards the \$174,925 Cochran, Blair and Potts building renovation project which included \$2,000 in Mural Prep work. We recommend \$5,000 in City funds be allocated toward the \$15,000 mural which, when combined with the \$2,000 credit toward completed mural work, totals \$7,000.

Fiscal Impact:

\$5,000 in budgeted FIG funds are available.

Recommendation: Recommend implementing recommendations of the City's Beautification Committee regarding funding and associated elements for wall murals in Downtown Belton, including \$5,000 cost share for Cochran, Blair and Potts.

Attachments

November 14, 2023 Council Agenda Item

November 14, 2023 Council Meeting Minutes (see Item #10)

Applicant's Request

Mural Invoice

Mural Design

PRIOR MEETING

Staff Report – City Council Agenda Item



Agenda Item #10

Receive a report and consider implementing the recommendations of the City's Beautification Committee.

Originating Department

City Council – Wayne Carpenter, Councilmember
Administration – Sam A. Listi, City Manager

Summary Information

Former Mayor Carpenter initiated the concept of a Beautification Committee to develop recommendations to complement the extensive development occurring in Downtown Belton, and the anticipated activity in the adjacent Imagine Belton areas.

History of Discussion in Belton

The Beautification Committee was established by Council at its February 14, 2023, meeting and met five times between March and September 2023. The wide-ranging Committee spent early meetings exploring a variety of potential beautification elements, including:

- Themed artwork such as St. Paul Peanuts characters, Temple trains, Hutto hippos;
- Historic elements;
- Chamber's Parade of Stars;
- Texas Longhorns;
- Other sculptures;
- Rodeo themes; and
- Murals on buildings.

Beyond these elements of community identity and interest, the Committee discussed enhanced attractiveness of highway and street corridors; streetscapes; signage and lighting; building maintenance and code enforcement; and landscape planters.

One of the catalysts for the investigation was the excitement generated by the Imagine Belton vision developed and presented by BEDC last year. There was a strong sense among decisionmakers that identifying concepts, development standards, and financial incentives for a more attractive community could induce a positive response as development or redevelopment occurs. The Beautification Committee went to work and developed several recommendations for Council and community considerations. The recommendations are summarized below.

1. **Murals on buildings represent the Committee's first priority.**
 - Simple, low cost, impactful, changeable
 - Mural policies important, especially if publicly funded
 - Soliciting interest among business owners important
 - See attached
2. **"Landscaping" elements emerged as a second, complementary priority.**
 - Simple, modest cost, quick and visible impact
 - Landscape planters installed by Parks Department during Committee work
 - Eldred's Nursery engaged or possible maintenance agreement
 - Bench or built seating under review for pedestrians
 - See attached
3. **"Welcome to Belton" entry signage also a priority.**
4. **"Themed" elements (stars, longhorns, sculptures, history, rodeo) represent a low priority.**
 - Limited interest, higher cost, limited impact, permanence

Fiscal Impact in FY 2024

- | | |
|--|--|
| 1. Landscaping elements | |
| a. Four planters Downtown | \$2,000 (funded by Parks) |
| b. Landscaping | \$500 (nominal expense) |
| c. Eldred's agreement | <u>\$8,000 (annual contract)</u> |
| (Downtown landscape maintenance) | \$8,500 total |
| 2. FIG expansion (\$50,000-\$150,000) | \$0 (Increase to \$150,000 budgeted) |
| ○ Amend policies to extend Façade Improvement Grants to Imagine Belton areas | |
| (annual budget consideration of up to six (6) \$25,000 grants) | |
| 3. Building structure grants | \$100,000 (BEDC or City annual budget consideration for four (4) \$25,000 grants) |
| 4. Public infrastructure grants | \$100,000 (TIRZ, BEDC, COB and/or Utilities, annual budget consideration) |
| 5. Corporate Foundation Grants | \$0 (Staff support from City Manager's Office) |
| 6. Wall mural painting/wall lease | \$50,000 (COB funding for five (5) murals, annual budget consideration) |
| 7. Welcome to Belton signage | \$15,000 (COB funding for 1 sign; seek partnership in future years) |
| Additional FY'24 Year 1 funding estimate | \$273,500 |

Recommendation

Recommend approval of Beautification Committee's recommendations including:

1. Focus on murals, landscaping, and welcome signage as key beautification elements;
2. Amend sign code and refine policies to achieve effective implementation;
3. Establish annual maintenance agreement with Eldred's for current planters and expanded Downtown maintenance;
4. Evaluate adding seating near planters while preserving sidewalk passage;
5. Amend FIG criteria to allow murals and expand boundary to Imagine Belton ;
6. Address Building Structure Grants with BEDC, Council ;
7. Establish parameters for Public Infrastructure Grants and secure funding;
8. Identify opportunities for Corporate Foundation Grants and provide staff support;
9. Coordinate mural program following funding allocation; and
10. Prioritize location(s) for "Welcome to Belton" signage, fund initial sign and seek partnership for others.

Attachments

Beautification Committee Membership
Final Beautification Committee Meeting Summary
Exhibit 1 – Proposal Mural Sign Ordinance
Exhibit 2 – Proposed mural policies
Exhibit 3 – Mural policy amendment suggested by Chamber
Exhibit 4 – Proposed landscape components
Exhibit 5 – Proposed funding recommendations
Exhibit 6 – Proposed wall mural/lease and funding by City
Exhibit 7 – Proposed "Welcome to Belton" signage

Work Session

9. **Receive a presentation on the utility rate setting process and consider various policy issues in the development of a utility rate structure for FY2024-FY2028.**
(Audio 17:17)

Director of Finance Mike Rodgers introduced Nelisa Heddin, the Consultant who was contracted to prepare a utility rate study. Ms. Heddin presented options for rate structure and policies to the Council. No action other than discussion was required of the Council at this time.

10. **Receive a presentation on the recommendations of the City's Beautification Committee.** (Audio 1:07:58)

City Manager Sam Listi presented this item. No action other than discussion was required of the Council at this time.

At 7:02 p.m., the Mayor announced the Council would go into Executive Session for the following items:

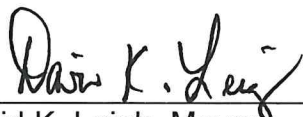
Executive Session

11. **Executive Session pursuant to the provision of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.074, Personnel Matters.**

- A. **Municipal Court.**
- B. **City Clerk's performance evaluation.**
- C. **City Manager's performance evaluation.**

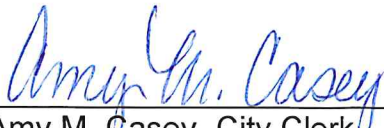
12. **Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Govt. Code, Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, Deliberation Regarding Real Property.**

The Mayor reopened the meeting, and there being no further business, the meeting was adjourned at 8:45 p.m.



David K. Leigh, Mayor

ATTEST:



Amy M. Casey, City Clerk

**Robert Potts, President
Cochran, Blair and Potts
221 E. Central Avenue
Belton, Texas 76513**

March 6, 2024

Mayor David K. Leigh and Councilmembers
City of Belton
333 Water Street
Belton, Texas 76513

Dear Mayor Leigh and Councilmembers:

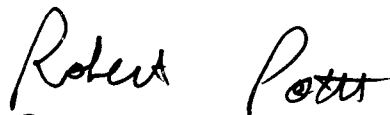
Cochran, Blair and Potts requests to apply for a \$5,000 grant to be used to help fund the cost of a "BELTON" mural underway on our building at the corner of Penelope and Water Street.

It is my understanding that there is a mural grant program in development for Belton businesses to help fund the cost of murals for Downtown Beautification. Unfortunately, due to timing constraints, we could not hold the artist off until the grant program was finalized.

We are so excited for this mural, and believe it represents Belton by merging the past and present into the future.

It is built on cement board and will be sealed to help protect it from the weather for the long term.

Sincerely,

A handwritten signature in black ink that reads "Robert Potts". The signature is written in a cursive, flowing style.

Robert Potts
President
Cochran, Blair and Potts

1

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2



COCHRAN BLAIR & POTTS
BELTON MURAL DESIGN
ALL RIGHTS RESERVED
@MICHAELMCPHEETERS





Michael McPheeters

michaelmcpheeters.com

310.740.1240

michaelmcpheeters@gmail.com

INVOICE #282

Date: 2/13/24

Attn.: Robert Potts

Client: Cochran, Blair & Potts

Project Title: Belton Mural

Location: 221 E. Central Ave. Belton, TX 76513

Email: robert.potts@cbandpotts.com

DESCRIPTION	SIZE	SVCS. ETC	XTRA SVCS.	DEP	DOR
Inc. Artwork w/ orig. RD Art, max. 3 Rev. Des. And Prod. <i>Belton- Themed</i> EXT. CRN. Mural	Apprx. 44' W 8' H 352 sq.ft.	RD Des., MATL, Paints, Equip., and Labor All Inc. ETC >Approx. 12 Days	NA	OPTN 1 > \$15,000 1/2 \$7,500 DOR > OB of \$7,500 DOR upon FP	1> \$15,000
				DEP>	\$ 7,500
				GT	15,000.00

All Deposits are Non-Refundable. Thank You For Your Business!



Staff Report – City Council Agenda Item

Agenda Item #10

Consider a financing structure for the future debt issuance by Bell County Water Control and Improvement District #1 for water plant expansion and capital maintenance enhancements.

Originating Department

Finance Department – Mike Rodgers, Director of Finance

Summary Information

The Council has toured the plant and received presentations on needed capital improvements to achieve expanded water treatment and important capital maintenance items. City Staff, along with KPA Engineers, met on several occasions to formulate a recommendation for City Council consideration. On February 13, 2024, City Council approved a commitment on additional treated water capacity, in the amount of 4MGD, as well as Belton's share of capital maintenance costs, for the proposed Bell County Water Control Improvement District #1 plant expansion, in the amount of \$27,380,000. A contract amendment between the District and Belton will be presented to the Council once prepared.

On March 1, 2024, the City Manager and Director of Finance met with the District's Financial Advisor, Garry Kimball, to discuss the bonds to be issued by the District. Mr. Kimball said each participant will be able to customize the debt structure for its share of the costs. The individual structures will then be combined into one District offering. The debt issued by the District will also have a three-year call provision, so "excess" debt from contingencies, if any, can be used to pay down debt after three years. The BCWCID Board of Directors may approve a parameters resolution on March 27, 2024. The bonds are expected to close on May 23, 2024. The anticipated interest rate on bonds priced in April range from 4.50%-5.25% instead of 5.85% as originally discussed.

The District has provided debt schedules for different financing structures that delay the first principal payment. While delaying the principal payment lowers the required debt service in the early years, the total cost increases due to higher interest payments. An analysis of each option is provided below.

1) 25-year level debt issued at 5.25% instead of 5.85% (original estimate)

The original debt service schedule provided by Garry Kimball conservatively assumed an interest rate of 5.85%. Since that time, the market for tax-exempt debt has improved. With pricing only a month away, market rates are closer to 4.5%. A new debt service schedule has been created based upon a rate of 5.25%. Average annual debt service falls from \$2,046,795 to \$1,925,462. Total principal and interest to be paid decreases from \$53,216,690 at 5.85% to \$50,062,032 at 5.25%.

25-year debt issued at 5.30% with first principal payment in 2027

Delaying the first principal payment until 2027 lowers the first three years of debt service by \$1,020,415. The total paid over the life of the bonds rises to \$51,190,229, an increase of \$1,128,197 over the level debt. Average annual debt service totals \$1,968,854.

2) 25-year debt issued at 5.35% with first principal payment in 2030

Delaying the first principal payment until 2030 lowers the first six years of debt service by \$2,493,466, backloading payments into the later years. The total paid over the life of the bonds rises to \$52,815,722 compared to \$50,062,032 for the level debt. Average annual debt service totals \$2,031,373 with a large jump in 2030 from \$1,464,012 to \$2,228,013.

Fiscal Impact

The structure approved by City Council will be incorporated into the utility rate study that is near completion. An example of the effect upon the rate study rates is included in the presentation.

Recommendation

Management recommends approval of the 25-year level debt structure, the first alternative proposed, for the future debt issuance by Bell County Water Control and Improvement District #1 for water plant expansion and capital maintenance enhancements.

Attachments

Debt service schedules for each scenario
Presentation

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25 Year; Level)

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	906,226.56	906,226.56	-
04/30/2025	-	-	-	-	906,226.56
07/10/2025	545,000.00	5.250%	718,593.75	1,263,593.75	-
01/10/2026	-	-	704,287.50	704,287.50	-
04/30/2026	-	-	-	-	1,967,881.25
07/10/2026	570,000.00	5.250%	704,287.50	1,274,287.50	-
01/10/2027	-	-	689,325.00	689,325.00	-
04/30/2027	-	-	-	-	1,963,612.50
07/10/2027	605,000.00	5.250%	689,325.00	1,294,325.00	-
01/10/2028	-	-	673,443.75	673,443.75	-
04/30/2028	-	-	-	-	1,967,768.75
07/10/2028	635,000.00	5.250%	673,443.75	1,308,443.75	-
01/10/2029	-	-	656,775.00	656,775.00	-
04/30/2029	-	-	-	-	1,965,218.75
07/10/2029	670,000.00	5.250%	656,775.00	1,326,775.00	-
01/10/2030	-	-	639,187.50	639,187.50	-
04/30/2030	-	-	-	-	1,965,962.50
07/10/2030	705,000.00	5.250%	639,187.50	1,344,187.50	-
01/10/2031	-	-	620,681.25	620,681.25	-
04/30/2031	-	-	-	-	1,964,868.75
07/10/2031	745,000.00	5.250%	620,681.25	1,365,681.25	-
01/10/2032	-	-	601,125.00	601,125.00	-
04/30/2032	-	-	-	-	1,966,806.25
07/10/2032	785,000.00	5.250%	601,125.00	1,386,125.00	-
01/10/2033	-	-	580,518.75	580,518.75	-
04/30/2033	-	-	-	-	1,966,643.75
07/10/2033	825,000.00	5.250%	580,518.75	1,405,518.75	-
01/10/2034	-	-	558,862.50	558,862.50	-
04/30/2034	-	-	-	-	1,964,381.25
07/10/2034	870,000.00	5.250%	558,862.50	1,428,862.50	-
01/10/2035	-	-	536,025.00	536,025.00	-
04/30/2035	-	-	-	-	1,964,887.50
07/10/2035	920,000.00	5.250%	536,025.00	1,456,025.00	-
01/10/2036	-	-	511,875.00	511,875.00	-
04/30/2036	-	-	-	-	1,967,900.00
07/10/2036	970,000.00	5.250%	511,875.00	1,481,875.00	-
01/10/2037	-	-	486,412.50	486,412.50	-
04/30/2037	-	-	-	-	1,968,287.50
07/10/2037	1,020,000.00	5.250%	486,412.50	1,506,412.50	-
01/10/2038	-	-	459,637.50	459,637.50	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25 Year; Level)

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2038	-	-	-	-	1,966,050.00
07/10/2038	1,075,000.00	5.250%	459,637.50	1,534,637.50	-
01/10/2039	-	-	431,418.75	431,418.75	-
04/30/2039	-	-	-	-	1,966,056.25
07/10/2039	1,135,000.00	5.250%	431,418.75	1,566,418.75	-
01/10/2040	-	-	401,625.00	401,625.00	-
04/30/2040	-	-	-	-	1,968,043.75
07/10/2040	1,195,000.00	5.250%	401,625.00	1,596,625.00	-
01/10/2041	-	-	370,256.25	370,256.25	-
04/30/2041	-	-	-	-	1,966,881.25
07/10/2041	1,260,000.00	5.250%	370,256.25	1,630,256.25	-
01/10/2042	-	-	337,181.25	337,181.25	-
04/30/2042	-	-	-	-	1,967,437.50
07/10/2042	1,325,000.00	5.250%	337,181.25	1,662,181.25	-
01/10/2043	-	-	302,400.00	302,400.00	-
04/30/2043	-	-	-	-	1,964,581.25
07/10/2043	1,400,000.00	5.250%	302,400.00	1,702,400.00	-
01/10/2044	-	-	265,650.00	265,650.00	-
04/30/2044	-	-	-	-	1,968,050.00
07/10/2044	1,475,000.00	5.250%	265,650.00	1,740,650.00	-
01/10/2045	-	-	226,931.25	226,931.25	-
04/30/2045	-	-	-	-	1,967,581.25
07/10/2045	1,555,000.00	5.250%	226,931.25	1,781,931.25	-
01/10/2046	-	-	186,112.50	186,112.50	-
04/30/2046	-	-	-	-	1,968,043.75
07/10/2046	1,635,000.00	5.250%	186,112.50	1,821,112.50	-
01/10/2047	-	-	143,193.75	143,193.75	-
04/30/2047	-	-	-	-	1,964,306.25
07/10/2047	1,725,000.00	5.250%	143,193.75	1,868,193.75	-
01/10/2048	-	-	97,912.50	97,912.50	-
04/30/2048	-	-	-	-	1,966,106.25
07/10/2048	1,815,000.00	5.250%	97,912.50	1,912,912.50	-
01/10/2049	-	-	50,268.75	50,268.75	-
04/30/2049	-	-	-	-	1,963,181.25
07/10/2049	1,915,000.00	5.250%	50,268.75	1,965,268.75	-
04/30/2050	-	-	-	-	1,965,268.75
Total	\$27,375,000.00	-	\$22,687,032.81	\$50,062,032.81	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25 Year; Level)

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$432,133.96
Average Life	15.786 Years
Average Coupon	5.2500000%
Net Interest Cost (NIC)	5.2943439%
True Interest Cost (TIC)	5.3188382%
Bond Yield for Arbitrage Purposes	5.2003574%
All Inclusive Cost (AIC)	5.5606075%

IRS Form 8038

Net Interest Cost	5.2500000%
Weighted Average Maturity	15.786 Years

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2027 1st Principal)

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	915,024.39	915,024.39	-
04/30/2025	-	-	-	-	915,024.39
07/10/2025	-	-	725,570.00	725,570.00	-
01/10/2026	-	-	725,570.00	725,570.00	-
04/30/2026	-	-	-	-	1,451,140.00
07/10/2026	-	-	725,570.00	725,570.00	-
01/10/2027	-	-	725,570.00	725,570.00	-
04/30/2027	-	-	-	-	1,451,140.00
07/10/2027	625,000.00	5.300%	725,570.00	1,350,570.00	-
01/10/2028	-	-	709,007.50	709,007.50	-
04/30/2028	-	-	-	-	2,059,577.50
07/10/2028	660,000.00	5.300%	709,007.50	1,369,007.50	-
01/10/2029	-	-	691,517.50	691,517.50	-
04/30/2029	-	-	-	-	2,060,525.00
07/10/2029	695,000.00	5.300%	691,517.50	1,386,517.50	-
01/10/2030	-	-	673,100.00	673,100.00	-
04/30/2030	-	-	-	-	2,059,617.50
07/10/2030	735,000.00	5.300%	673,100.00	1,408,100.00	-
01/10/2031	-	-	653,622.50	653,622.50	-
04/30/2031	-	-	-	-	2,061,722.50
07/10/2031	770,000.00	5.300%	653,622.50	1,423,622.50	-
01/10/2032	-	-	633,217.50	633,217.50	-
04/30/2032	-	-	-	-	2,056,840.00
07/10/2032	815,000.00	5.300%	633,217.50	1,448,217.50	-
01/10/2033	-	-	611,620.00	611,620.00	-
04/30/2033	-	-	-	-	2,059,837.50
07/10/2033	860,000.00	5.300%	611,620.00	1,471,620.00	-
01/10/2034	-	-	588,830.00	588,830.00	-
04/30/2034	-	-	-	-	2,060,450.00
07/10/2034	905,000.00	5.300%	588,830.00	1,493,830.00	-
01/10/2035	-	-	564,847.50	564,847.50	-
04/30/2035	-	-	-	-	2,058,677.50
07/10/2035	955,000.00	5.300%	564,847.50	1,519,847.50	-
01/10/2036	-	-	539,540.00	539,540.00	-
04/30/2036	-	-	-	-	2,059,387.50
07/10/2036	1,005,000.00	5.300%	539,540.00	1,544,540.00	-
01/10/2037	-	-	512,907.50	512,907.50	-
04/30/2037	-	-	-	-	2,057,447.50
07/10/2037	1,060,000.00	5.300%	512,907.50	1,572,907.50	-
01/10/2038	-	-	484,817.50	484,817.50	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2027 1st Principal)

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2038	-	-	-	-	2,057,725.00
07/10/2038	1,120,000.00	5.300%	484,817.50	1,604,817.50	-
01/10/2039	-	-	455,137.50	455,137.50	-
04/30/2039	-	-	-	-	2,059,955.00
07/10/2039	1,180,000.00	5.300%	455,137.50	1,635,137.50	-
01/10/2040	-	-	423,867.50	423,867.50	-
04/30/2040	-	-	-	-	2,059,005.00
07/10/2040	1,245,000.00	5.300%	423,867.50	1,668,867.50	-
01/10/2041	-	-	390,875.00	390,875.00	-
04/30/2041	-	-	-	-	2,059,742.50
07/10/2041	1,315,000.00	5.300%	390,875.00	1,705,875.00	-
01/10/2042	-	-	356,027.50	356,027.50	-
04/30/2042	-	-	-	-	2,061,902.50
07/10/2042	1,385,000.00	5.300%	356,027.50	1,741,027.50	-
01/10/2043	-	-	319,325.00	319,325.00	-
04/30/2043	-	-	-	-	2,060,352.50
07/10/2043	1,460,000.00	5.300%	319,325.00	1,779,325.00	-
01/10/2044	-	-	280,635.00	280,635.00	-
04/30/2044	-	-	-	-	2,059,960.00
07/10/2044	1,540,000.00	5.300%	280,635.00	1,820,635.00	-
01/10/2045	-	-	239,825.00	239,825.00	-
04/30/2045	-	-	-	-	2,060,460.00
07/10/2045	1,625,000.00	5.300%	239,825.00	1,864,825.00	-
01/10/2046	-	-	196,762.50	196,762.50	-
04/30/2046	-	-	-	-	2,061,587.50
07/10/2046	1,710,000.00	5.300%	196,762.50	1,906,762.50	-
01/10/2047	-	-	151,447.50	151,447.50	-
04/30/2047	-	-	-	-	2,058,210.00
07/10/2047	1,805,000.00	5.300%	151,447.50	1,956,447.50	-
01/10/2048	-	-	103,615.00	103,615.00	-
04/30/2048	-	-	-	-	2,060,062.50
07/10/2048	1,905,000.00	5.300%	103,615.00	2,008,615.00	-
01/10/2049	-	-	53,132.50	53,132.50	-
04/30/2049	-	-	-	-	2,061,747.50
07/10/2049	2,005,000.00	5.300%	53,132.50	2,058,132.50	-
04/30/2050	-	-	-	-	2,058,132.50
Total	\$27,380,000.00	-	\$23,810,229.39	\$51,190,229.39	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2027 1st Principal)

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$449,249.61
Average Life	16.408 Years
Average Coupon	5.3000000%
Net Interest Cost (NIC)	5.3426623%
True Interest Cost (TIC)	5.3666119%
Bond Yield for Arbitrage Purposes	5.2130734%
All Inclusive Cost (AIC)	5.6014996%

IRS Form 8038

Net Interest Cost	5.3000000%
Weighted Average Maturity	16.408 Years

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2030 1st Principal)

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	923,141.22	923,141.22	-
04/30/2025	-	-	-	-	923,141.22
07/10/2025	-	-	732,006.25	732,006.25	-
01/10/2026	-	-	732,006.25	732,006.25	-
04/30/2026	-	-	-	-	1,464,012.50
07/10/2026	-	-	732,006.25	732,006.25	-
01/10/2027	-	-	732,006.25	732,006.25	-
04/30/2027	-	-	-	-	1,464,012.50
07/10/2027	-	-	732,006.25	732,006.25	-
01/10/2028	-	-	732,006.25	732,006.25	-
04/30/2028	-	-	-	-	1,464,012.50
07/10/2028	-	-	732,006.25	732,006.25	-
01/10/2029	-	-	732,006.25	732,006.25	-
04/30/2029	-	-	-	-	1,464,012.50
07/10/2029	-	-	732,006.25	732,006.25	-
01/10/2030	-	-	732,006.25	732,006.25	-
04/30/2030	-	-	-	-	1,464,012.50
07/10/2030	785,000.00	5.350%	732,006.25	1,517,006.25	-
01/10/2031	-	-	711,007.50	711,007.50	-
04/30/2031	-	-	-	-	2,228,013.75
07/10/2031	830,000.00	5.350%	711,007.50	1,541,007.50	-
01/10/2032	-	-	688,805.00	688,805.00	-
04/30/2032	-	-	-	-	2,229,812.50
07/10/2032	875,000.00	5.350%	688,805.00	1,563,805.00	-
01/10/2033	-	-	665,398.75	665,398.75	-
04/30/2033	-	-	-	-	2,229,203.75
07/10/2033	920,000.00	5.350%	665,398.75	1,585,398.75	-
01/10/2034	-	-	640,788.75	640,788.75	-
04/30/2034	-	-	-	-	2,226,187.50
07/10/2034	975,000.00	5.350%	640,788.75	1,615,788.75	-
01/10/2035	-	-	614,707.50	614,707.50	-
04/30/2035	-	-	-	-	2,230,496.25
07/10/2035	1,025,000.00	5.350%	614,707.50	1,639,707.50	-
01/10/2036	-	-	587,288.75	587,288.75	-
04/30/2036	-	-	-	-	2,226,996.25
07/10/2036	1,085,000.00	5.350%	587,288.75	1,672,288.75	-
01/10/2037	-	-	558,265.00	558,265.00	-
04/30/2037	-	-	-	-	2,230,553.75
07/10/2037	1,145,000.00	5.350%	558,265.00	1,703,265.00	-
01/10/2038	-	-	527,636.25	527,636.25	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2030 1st Principal)

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2038	-	-	-	-	2,230,901.25
07/10/2038	1,205,000.00	5.350%	527,636.25	1,732,636.25	-
01/10/2039	-	-	495,402.50	495,402.50	-
04/30/2039	-	-	-	-	2,228,038.75
07/10/2039	1,270,000.00	5.350%	495,402.50	1,765,402.50	-
01/10/2040	-	-	461,430.00	461,430.00	-
04/30/2040	-	-	-	-	2,226,832.50
07/10/2040	1,340,000.00	5.350%	461,430.00	1,801,430.00	-
01/10/2041	-	-	425,585.00	425,585.00	-
04/30/2041	-	-	-	-	2,227,015.00
07/10/2041	1,415,000.00	5.350%	425,585.00	1,840,585.00	-
01/10/2042	-	-	387,733.75	387,733.75	-
04/30/2042	-	-	-	-	2,228,318.75
07/10/2042	1,495,000.00	5.350%	387,733.75	1,882,733.75	-
01/10/2043	-	-	347,742.50	347,742.50	-
04/30/2043	-	-	-	-	2,230,476.25
07/10/2043	1,575,000.00	5.350%	347,742.50	1,922,742.50	-
01/10/2044	-	-	305,611.25	305,611.25	-
04/30/2044	-	-	-	-	2,228,353.75
07/10/2044	1,660,000.00	5.350%	305,611.25	1,965,611.25	-
01/10/2045	-	-	261,206.25	261,206.25	-
04/30/2045	-	-	-	-	2,226,817.50
07/10/2045	1,755,000.00	5.350%	261,206.25	2,016,206.25	-
01/10/2046	-	-	214,260.00	214,260.00	-
04/30/2046	-	-	-	-	2,230,466.25
07/10/2046	1,850,000.00	5.350%	214,260.00	2,064,260.00	-
01/10/2047	-	-	164,772.50	164,772.50	-
04/30/2047	-	-	-	-	2,229,032.50
07/10/2047	1,950,000.00	5.350%	164,772.50	2,114,772.50	-
01/10/2048	-	-	112,610.00	112,610.00	-
04/30/2048	-	-	-	-	2,227,382.50
07/10/2048	2,060,000.00	5.350%	112,610.00	2,172,610.00	-
01/10/2049	-	-	57,505.00	57,505.00	-
04/30/2049	-	-	-	-	2,230,115.00
07/10/2049	2,170,000.00	5.300%	57,505.00	2,227,505.00	-
04/30/2050	-	-	-	-	2,227,505.00
Total	\$27,385,000.00	-	\$25,430,722.47	\$52,815,722.47	-

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2024

Belton Portion

Preliminary (25Yr; 2030 1st Principal)

Debt Service Schedule


Part 3 of 3

Yield Statistics

Bond Year Dollars	\$475,850.26
Average Life	17.376 Years
Average Coupon	5.3442699%
Net Interest Cost (NIC)	5.3845546%
True Interest Cost (TIC)	5.4085840%
Bond Yield for Arbitrage Purposes	5.2257300%
All Inclusive Cost (AIC)	5.6341291%

IRS Form 8038

Net Interest Cost	5.3442699%
Weighted Average Maturity	17.376 Years

The background is a light blue gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance. The title text is centered in the upper half of the image.

FINANCING STRUCTURE FOR WATER PLANT EXPANSION AND CAPITAL MAINTENANCE

MARCH 12, 2024

BCWCID #1 WATER PLANT EXPANSION


- CITY COUNCIL IS COMMITTED TO 4 MILLION GALLONS PER DAY (MGD) OF ADDITIONAL TREATED WATER CAPACITY AND CAPITAL MAINTENANCE COSTS
- BELTON'S SHARE OF THE TOTAL COST IS \$27,380,000
- REVENUE BONDS WILL BE ISSUED BY THE DISTRICT IN MAY 2024

BCWCID #1 REVENUE BONDS, SERIES 2024

- BONDS WILL BE PRICED ON APRIL 23RD
- 25-YEAR MAXIMUM TERM
- FIRST CALL IN THREE YEARS
- PARTICIPANTS CAN CUSTOMIZE DEBT STRUCTURE
- ANTICIPATED INTEREST RATES FROM 5.25% TO 5.35%



FINANCING STRUCTURES TO CONSIDER

- 25-YEAR LEVEL DEBT
 - 25-YEAR DEBT WITH FIRST PRINCIPAL PAYMENT IN 2027
 - 25-YEAR DEBT WITH FIRST PRINCIPAL PAYMENT IN 2030
- 

25-YEAR LEVEL DEBT

- LEVEL PAYMENTS OVER THE LIFE OF THE BONDS
- AVERAGE ANNUAL DEBT SERVICE - \$1,925,462
- MAXIMUM ANNUAL DEBT SERVICE - \$1,968,287 (2037)
- TOTAL PRINCIPAL AND INTEREST - \$50,062,032

25-YEAR LEVEL DEBT

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	906,226.56	906,226.56	-
04/30/2025	-	-	-	-	906,226.56
07/10/2025	545,000.00	5.250%	718,593.75	1,263,593.75	-
01/10/2026	-	-	704,287.50	704,287.50	-
04/30/2026	-	-	-	-	1,967,881.25
07/10/2026	570,000.00	5.250%	704,287.50	1,274,287.50	-
01/10/2027	-	-	689,325.00	689,325.00	-
04/30/2027	-	-	-	-	1,963,612.50
07/10/2027	605,000.00	5.250%	689,325.00	1,294,325.00	-
01/10/2028	-	-	673,443.75	673,443.75	-
04/30/2028	-	-	-	-	1,967,768.75
07/10/2028	635,000.00	5.250%	673,443.75	1,308,443.75	-
01/10/2029	-	-	656,775.00	656,775.00	-
04/30/2029	-	-	-	-	1,965,218.75
07/10/2029	670,000.00	5.250%	656,775.00	1,326,775.00	-
01/10/2030	-	-	639,187.50	639,187.50	-
04/30/2030	-	-	-	-	1,965,962.50
07/10/2030	705,000.00	5.250%	639,187.50	1,344,187.50	-
01/10/2031	-	-	620,681.25	620,681.25	-
04/30/2031	-	-	-	-	1,964,868.75

FIRST PRINCIPAL PAYMENT IN 2027

- LOWER DEBT SERVICE IN FIRST THREE YEARS
- AVERAGE ANNUAL DEBT SERVICE - \$1,968,854
- MAXIMUM ANNUAL DEBT SERVICE - \$2,061,902 (2042)
- TOTAL PRINCIPAL AND INTEREST - \$51,190,229

FIRST PRINCIPAL PAYMENT IN 2027

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	915,024.39	915,024.39	-
04/30/2025	-	-	-	-	915,024.39
07/10/2025	-	-	725,570.00	725,570.00	-
01/10/2026	-	-	725,570.00	725,570.00	-
04/30/2026	-	-	-	-	1,451,140.00
07/10/2026	-	-	725,570.00	725,570.00	-
01/10/2027	-	-	725,570.00	725,570.00	-
04/30/2027	-	-	-	-	1,451,140.00
07/10/2027	625,000.00	5.300%	725,570.00	1,350,570.00	-
01/10/2028	-	-	709,007.50	709,007.50	-
04/30/2028	-	-	-	-	2,059,577.50
07/10/2028	660,000.00	5.300%	709,007.50	1,369,007.50	-
01/10/2029	-	-	691,517.50	691,517.50	-
04/30/2029	-	-	-	-	2,060,525.00
07/10/2029	695,000.00	5.300%	691,517.50	1,386,517.50	-
01/10/2030	-	-	673,100.00	673,100.00	-
04/30/2030	-	-	-	-	2,059,617.50
07/10/2030	735,000.00	5.300%	673,100.00	1,408,100.00	-
01/10/2031	-	-	653,622.50	653,622.50	-
04/30/2031	-	-	-	-	2,061,722.50

FIRST PRINCIPAL PAYMENT IN 2030

- LOWER DEBT SERVICE IN FIRST SIX YEARS
- AVERAGE ANNUAL DEBT SERVICE - \$2,031,373
- MAXIMUM ANNUAL DEBT SERVICE - \$2,230,901 (2038)
- TOTAL PRINCIPAL AND INTEREST - \$52,815,722

FIRST PRINCIPAL PAYMENT IN 2030

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2024	-	-	-	-	-
01/10/2025	-	-	923,141.22	923,141.22	-
04/30/2025	-	-	-	-	923,141.22
07/10/2025	-	-	732,006.25	732,006.25	-
01/10/2026	-	-	732,006.25	732,006.25	-
04/30/2026	-	-	-	-	1,464,012.50
07/10/2026	-	-	732,006.25	732,006.25	-
01/10/2027	-	-	732,006.25	732,006.25	-
04/30/2027	-	-	-	-	1,464,012.50
07/10/2027	-	-	732,006.25	732,006.25	-
01/10/2028	-	-	732,006.25	732,006.25	-
04/30/2028	-	-	-	-	1,464,012.50
07/10/2028	-	-	732,006.25	732,006.25	-
01/10/2029	-	-	732,006.25	732,006.25	-
04/30/2029	-	-	-	-	1,464,012.50
07/10/2029	-	-	732,006.25	732,006.25	-
01/10/2030	-	-	732,006.25	732,006.25	-
04/30/2030	-	-	-	-	1,464,012.50
07/10/2030	785,000.00	5.350%	732,006.25	1,517,006.25	-
01/10/2031	-	-	711,007.50	711,007.50	-
04/30/2031	-	-	-	-	2,228,013.75

EFFECT ON RATE STUDY

Calculated Residential Rates		2024	2025	2026	2027	2028
Base Fees						
	Level Debt	\$5.51	\$9.38	\$13.99	\$13.44	\$12.82
	1 st Principal 2027	\$5.51	\$9.42	\$11.80	\$11.35	\$13.18
	1 st Principal 2030	\$5.51	\$9.46	\$11.86	\$11.40	\$10.85
Volumetric Rates						
	Level Debt	\$3.79	\$5.46	\$5.73	\$5.80	\$5.33
	1 st Principal 2027	\$3.79	\$5.46	\$5.52	\$5.59	\$5.36
	1 st Principal 2030	\$3.79	\$5.47	\$5.52	\$5.60	\$5.13

RECOMMENDATION

- MANAGEMENT RECOMMENDS THE 25-YEAR LEVEL DEBT SERVICE STRUCTURE DUE TO THE LOWER OUTLAY OVER THE LIFE OF THE BONDS



Staff Report – City Council Agenda Item

Agenda Item #11

Consider authorizing an extension to the BEDC development agreement with BCS Leasing, LLC and Texcrete Redi Mix through December 31, 2024.

Originating Department

Belton Economic Development Corporation – Cynthia Hernandez, Executive Director

Summary Information

The Belton Economic Development Corporation (BEDC) executed a Development Agreement with BCS Leasing, LLC and Texcrete Redi Mix for infrastructure improvements in December 2022. This agreement was to facilitate the expansion of Texcrete to Belton on a 6-acre tract, with an estimated \$1.4 million capital investment and the creation of 20 jobs. Additionally, the company is proposing to subdivide the recently acquired 43-acre tract to facilitate the development of office warehouse, and other industrial uses available for sale or lease options.

As per the agreement, BEDC has committed to investing \$802,292 for infrastructure improvements from Taylors Valley Road to the development. BCS Leasing and Texcrete Redi mix have committed to installing 3-Phase power as well as water, wastewater, and a road to be dedicated to the City of Belton upon completion. The planned area for improvements was in the City of Temple's ETJ and has been annexed into the City of Belton as a condition of the agreement. Additionally, the developer will grant an easement for a future hike and bike trail.

The agreement called for the utilities and road to be completed in December 2023, but the company has requested an extension as they have experienced some delays due to the weather. It is likely that the utilities could be installed in by the end of April 2024, but again, the Spring weather could further delay the project. BEDC is recommending, and has approved a one-year extension, through the end of 2024, to allow adequate time to complete the infrastructure improvements and construction of the facility.

The BEDC Board of Directors voted unanimously to approve the extension to the Development Agreement with BCS Leasing and Texcrete Redi Mix for the infrastructure improvements on Tuesday, March 5, 2024. BEDC will reimburse the developer up to \$802,292 upon completion of the improvements in the Belton city limits, the installation of equipment and the issuance of a certificate of occupancy for Texcrete in Belton.

Fiscal Impact

A reimbursement up to \$802,292 for infrastructure improvements will be granted upon completion of the project as per the terms of the agreement.

Amount: \$802,292

Budgeted: ☐ Yes ☒ No

If not budgeted: ☐ Budget Transfer ☐ Contingency ☒ Amendment Needed ☐
Capital Project Funds

Funding Source(s): BEDC FY 2024

Recommendation

The BEDC Board and staff recommend Belton City Council approval of a one-year extension to the infrastructure agreement between the Belton Economic Development Corporation, BCS Leasing, LLC and Texcrete Redi Mix.

Attachments

Development Agreement
Exhibit

**DEVELOPMENT AGREEMENT
BETWEEN THE BELTON ECONOMIC DEVELOPMENT CORPORATION AND
BCS LEASING, LLC AND TEXCRETE REDI MIX A NEW MANUFACTURING
OPERATION IN BELTON, TEXAS.**

This Development Agreement is made and entered into by the Belton Economic Development Corporation, (hereinafter "BEDC"), and BCS Leasing, LLC (hereinafter "BCS Leasing") and Texcrete Redi Mix (hereinafter "Texcrete Redi Mix"), on this 2nd day of December, 2022 (hereinafter "the Effective Date"). (BEDC, BCS Leasing, LLC and Texcrete Redi Mix are sometimes referred to herein singly as a "Party" and together as the "Parties".)

For and consideration of the mutual covenants and agreements contained in this Development Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BEDC, Texcrete Redi Mix and BCS Leasing for themselves, their successors, and assigns, agree as follows:

1. **PURPOSE.** This Development Agreement outlines the obligations of the BEDC, BCS Leasing, LLC and Texcrete Redi Mix regarding the development and operation of a new manufacturing facility in Belton, Texas, an estimated \$1,400,000.00 investment in facility and equipment alone on 6 acres within a 43-acre site north of Taylors Valley Road for the manufacturing of concrete. The investment will also facilitate the development of an office-warehouse on the adjacent 4 acres and make available real estate for industrial use.

2. **OBLIGATIONS OF BEDC.**

a. **Infrastructure Reimbursement.** BEDC will reimburse BCS Leasing, LLC up to \$802,292 for water, wastewater, road and 3 phase power improvements to serve the Texcrete Redi Mix facility on 6 acres and to facilitate industrial development of the remaining property. The location of the "Improvements" are more fully set forth in Attachment "A" hereto.

(i) Reimbursement for improvements will be issued upon completion of utility construction, inspection and approval by the City of Belton for dedication of public infrastructure, installation of production equipment and issuance of certificate of occupancy for Texcrete Redi Mix building.

3. **OBLIGATIONS OF BCS LEASING, LLC AND TEXCRETE REDI MIX**

a. **Infrastructure Improvements.** BCS Leasing, LLC will extend an 8" waterline, 8" wastewater line, 3 phase power, and a 31' wide road (back of curb) to serve Texcrete Redi Mix and the remaining property for industrial use.

- (i) Areas to be improved will be voluntarily annexed into the Belton City Limits, if currently located outside.
- (ii) Water, wastewater and road improvements will be built to City standards and dedicated to the City of Belton.
- (iii) A 20' wide trail easement along with a 10' temporary construction easement from Taylor's Valley Road to the Leon River for a future hike and bike trail, the location of which will be determined by the City of Belton.
- (iv) BCS Leasing shall complete infrastructure improvements within 12 months following this agreement.

b. **New Facility Construction.** BCS Leasing will construct facility for Texcrete Redi Mix on a 6-acre tract on Taylors Valley Road. BCS Leasing will make commercially reasonable efforts to complete construction of the Facility within 18 months following this agreement.

c. **Industrial Development.** BCS Leasing will make available the remaining property for sale or lease for industrial use. Furthermore, they will facilitate the development of 4 acres for office warehouse within the 43 acres site.

- (i) If construction of an office warehouse building has not commenced within 5 years, BEDC will have the first right of refusal to purchase up to 20 acres at \$1.25 per sq. ft.

d. **New Employment.** Texcrete Redi Mix will provide to BEDC quarterly reports from the Texas Workforce Commission each year beginning in June 2024 through June 2029 to demonstrate job creation and retention.

c. **Undocumented Workers.** Texcrete Redi Mix does not and will not knowingly employ undocumented worker at the Belton facility.

4. **IMMUNITY.** It is expressly understood and agreed that under this Development Agreement no party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

5. **VENUE AND CHOICE OF LAW.** This Development Agreement is performable in Bell County, Texas, and shall be interpreted under the laws of the State of Texas. Any claim or lawsuit to interpret or enforce this Development Agreement shall be brought in a court of competent jurisdiction of Bell County, Texas.

6. **SEVERABILITY.** In case any one or more of the provisions contained in this Development Agreement shall for any reason be held invalid, illegal, or unenforceable in

any respect, such fact shall not affect any other provision thereof and this Development Agreement shall be construed as if the stricken provisions had never been contained herein.

7. **MODIFICATION.** This Development Agreement may be amended or modified by the mutual agreement of all parties hereto in writing, such writing to be attached hereto and incorporated into this Development Agreement.

8. **STATUTORY COMPLIANCE.** BEDC, BCS Leasing and Texcrete Redi Mix enter into this Development Agreement with the intention of complying with Section 2264.001 et seq. of the Texas Government Code. Should BCS Leasing and Texcrete Redi Mix be required to repay the public subsidy provided for herein due to conviction of a violation under 8 U.S.C. Section 1324a(f), interest will be charged at the rate of ten (10%) percent per year from each date that all or any portion of the public subsidy was provided to Texcrete Redi Mix. The principal and interest shall be due and payable no later than the 120th day after the date BEDC notifies BCS Leasing and Texcrete Redi Mix of the violation under Section 2264.052 of the Texas Government Code.

9. **ENTIRE AGREEMENT.** This Development Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Development Agreement.

10. **FORCE MAJEURE.** Neither party shall be responsible for damages or expected to fulfill its obligations under the Development Agreement should an act of God, other unforeseen catastrophe, or other event beyond the reasonable control of the relevant party occur and cause such damage or prevent the performance of such obligation.

11. **EXECUTION.** This Development Agreement shall be executed by the duly authorized official(s) of each party as expressed in the approving resolution or order of the governing body of such party.

12. **ASSIGNMENT, BINDING EFFECT.** This Development Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

13. **AMBIGUITIES NOT TO BE CONSTRUED AGAINST PARTY WHO DRAFTED CONTRACT.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Development Agreement.

14. **ATTORNEY'S FEES.** The prevailing party in any legal proceeding brought under or with respect to this Development Agreement is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. **DISCLAIMER.** Neither BEDC nor Texcrete Redi Mix makes any commitments, representations or warranties to the other relating to the subject matter of this Development Agreement except as expressly set forth in this Development Agreement. In particular, Texcrete Redi Mix does not make any representations or warranties regarding the number of persons to be employed by Texcrete Redi Mix in Belton, the timing and duration of such employment, or the nature, extent or duration of any economic impact, increased tax revenues, enhancement of the tax base, future growth in and around Belton, or other benefits potentially to be received by BEDC, the City of Belton or their constituencies or by local vendors, service providers, and other persons engaged in business and occupations in and around Belton.

16. **LIMITATION OF LIABILITY.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages. Texcrete Redi Mix's total liability under this Agreement shall not exceed the amount of funds actually received by Texcrete Redi Mix from BEDC hereunder, plus court cost and reasonable attorney fees.

17. **CITY COUNCIL APPROVAL.** The terms of this Development Agreement are subject to approval by the City Council of the City of Belton, Texas.

18. **NOTICE.** All notices required to be given under this agreement will be given in writing via email, by mail, or by personal delivery. Notice is effective when actually delivered by email, when deposited in the United States mail, first class, postage prepaid, addressed to the Party to whom the notice is to be given at the addresses set forth below, or when personally delivered to the Party to whom the notice is to be given at the addresses set forth below. Any Party may change its address for notices by giving formal written notice to the other Party, specifying that the purpose of the notice is to change the Party's address.

Notice to BEDC:

Attn: Cynthia Hernandez
412 East Central Avenue, Suite B
Belton, Texas 76513
Email: chernandez@beltonedc.org

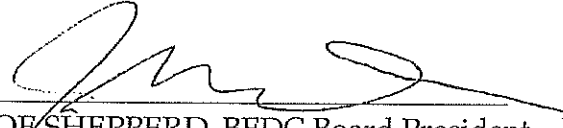
Notice to Texcrete Redi Mix:

Attn: Mike Price
P.O. Box 138
Kurten, TX 77862
Email: mikep@texcrete.net

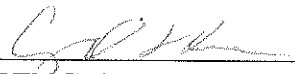
(Signatures to Follow)

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Effective Date.

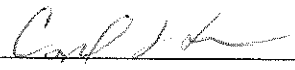
BELTON ECONOMIC DEVELOPMENT CORPORATION

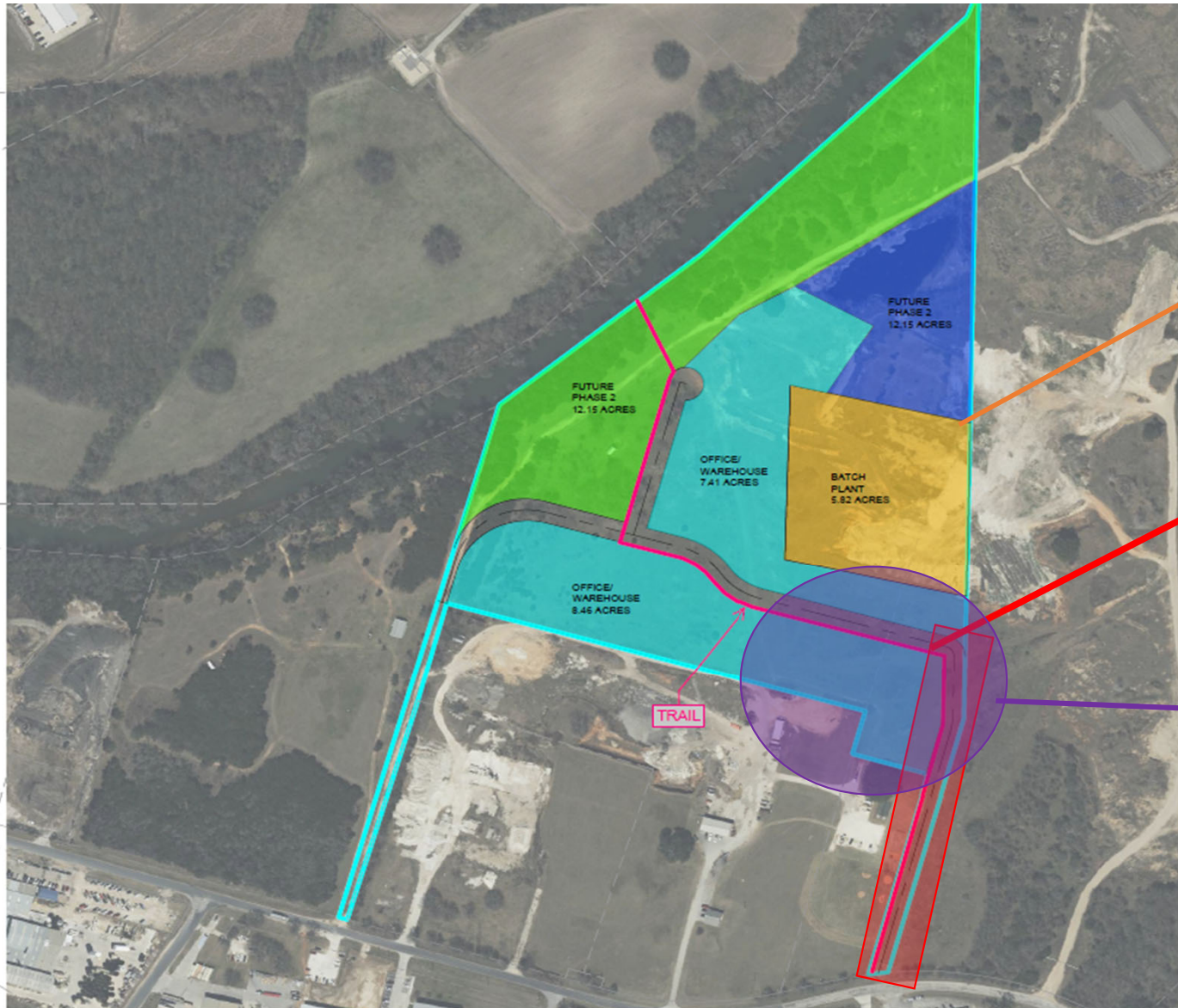

JOE SHEPPERD, BEDC Board President

BCS LEASING, LLC.


CAREY SMITH, President

TEXCRETE REDI MIX


CAREY SMITH, President



Concrete batch plant

Request for BEDC assistance up to this point

First phase of office/warehouse development