

**Jean Birmingham Council
Chambers, City Hall**
401 South Alamo
Marshall, TX 75670
903-935-4421



Members
Amy Ware, District 4 - Mayor
Risa Jordan-Anderson, District 1
Leo Morris, District 2
Dathaniel Campbell, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

**PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING**
**August 22, 2024
6:00 PM**

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

A. Recognition of August 2024 Yard of the Month winners.

4. Citizen Comments

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

5. Items to be Withdrawn From Consent Agenda

6. Consent Agenda

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

- A. Consider approval of the minutes from the August 8, 2024 Regular Council meeting. (City Secretary)
- B. Consider approval of allowance for the Soil Remediation for Field #5 at Airport Park for \$130,412.00 (Parks & Recreation)
- C. Consider approval of Project Acceptance - Operations/Lab building at WWTP. (Public Works)
- D. Consider approval of amendment to City Ordinance 2-4.2 Lateral entry for experienced police officers. (Police)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing & Ordinance

- A. Conduct a public hearing and consider approval of an ordinance regarding a rezoning request for 2518 Cooper Street from Agriculture and Estate (AE) to Multi-Family Residential (MF) (Z-24-04). (Planning & Development)

9. Resolution

- A. Fiscal Year 2025 Budget Workshop and consider approval of a resolution setting two public hearings on the proposed FY25 Budget. (Finance)
- B. Tax Rate Discussion and consider approval of a resolution scheduling two public hearings on the proposed tax rate of \$0.589506 per \$100 of valuation and tax increase. (Economic Development & Strategic Initiatives)

10. City Manager Reports and Requests for City Council Consideration

- A. Discussion regarding current debt, debt issuance, and future CIP projects. (Finance)
- B. Consider approval of a contract for Sports LED Lighting Improvements at Airport Park. (Parks & Recreation)
- C. Consider approval of a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park. (Parks & Recreation)

11. Executive Session

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Interim City Manager.

12. Action Item Following Executive Session

- A. Consider action regarding discussion from executive session.
- B. Consider action regarding discussion from executive session.

13. Adjournment

Posted: August 19, 2024
5:00 PM
N. Smith

This meeting will be conducted in accordance with the Americans with Disabilities Act. Requests for sign interpretive services will be available with at least 72-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office at 903-935-4446.



TO: City Council
DATE: August 22, 2024
ITEM #: 3.A
SUBJECT: Recognition of August 2024 Yard of the Month winners.

Recommendation for Action: Recognize recipients of Keep Marshall Beautiful's August 2024 Yard of the Month award.

Executive Summary: Keep Marshall Beautiful selected a residential and commercial property for the August 2024 Yard of the Month award. Representatives from the Keep Marshall Beautiful board presented both winners with a \$50 gift card from Lowe's.

Residential Winner

Betty and Joe Lambright (2105 Rosborough Springs)
District 4 and District 5



Commercial Winner

Reunion Inn (2801 E. Travis St.)
District 4 and District 7



The community is encouraged to nominate a residential or commercial property for Yard of the Month recognition using the [online form](#) available on the [city's website](#).

Budget Cost:

Staff Contact: Anna Lane, Director of Community & Neighborhood Services

Attachments: None



TO: City Council
DATE: August 22, 2024
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the August 8, 2024 Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the August 8, 2024 Regular Council meeting.

Executive Summary: Minutes from the Regular meeting held on August 8, 2024.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 8-8-2024 Minutes

**Jean Birmingham Council
Chambers, City Hall**
401 South Alamo
Marshall, TX 75670
903-935-4421



Members
Amy Ware, District 4 - Mayor
Risa Jordan-Anderson, District 1
Leo Morris, District 2
Dathaniel Campbell, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
August 8, 2024
6:00 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 06:00 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Dathaniel Campbell
Councilmember Risa Jordan-Anderson

ABSENT: Councilmember Amanda Abraham (Motion to excuse: Councilmember Godfrey, Second: Councilmember Jordan-Anderson, Vote 5:0)
Councilmember Micah Fenton (Motion to excuse: Councilmember Godfrey, Second: Councilmember Morris, Vote 5:0)

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager	Reggie Cooper, Fire Chief
Cliff Carruth, Police Chief	Dawn Jones, Finance Director
Eric Powell, Public Works Director	Scott Rectenwald, City Attorney
Christol Hall, HR/Civil Service Director	
Randy Pritchard, Support Services Director	
Marina Garcia-Heredia, Parks & Recreation Director	
Anna Lane, Community & Neighborhood Services Director	
Alex Agnor, Economic Development & Strategic Initiatives Director	

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Presentation of the Employee of the Month - August. (Employee Engagement Committee)

Christol Hall, Employee Engagement Committee, stated the process for selecting the Employee of the Month and presented the Employee of the Month for the month of August 2024 - Olivia Cuenca, Planning & Development Services. Stormy Nickerson, Sponsor Representative for Patterson Chrysler Dodge Jeep Ram, presented Olivia Cuenca with a \$100 check.

4. Citizen Comments

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

There were no citizen comments.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

6. Consent Agenda

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

Councilmember Godfrey made a motion to approve the Consent Agenda.

Councilmember Campbell seconded the motion, which passed by a vote of 5:0.

- A. Consider approval of the minutes from the July 25, 2024 Regular Council meeting. (City Secretary)
- B. Consider an appointment to the Historic Landmark Preservation Board. (Main Street)
- C. Contract extension/update - Solid Waste\Recycling Collection Services. (Public Works)
- D. Consider approval of a memorandum of understanding with Waskom Independent School District. (Support Services)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Ordinance

- A. Consider approval of an ordinance amending the 2024 Annual Budget. (Finance)
Kristina Hamilton, Assistant Finance Director, provided information regarding amending the 2024 annual budget to include unexpected revenue, grant funds and donations to be used for various departmental expenditures.

Councilmembers asked questions and discussed.

Councilmember Morris made a motion to approve an ordinance amending the 2024 Annual Budget. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 5:0.

9. City Manager Reports and Requests for City Council Consideration

- A. Consider approval of expenditure over \$50,000 for purchase from Priefert for City Arena. (Parks & Recreation)
Marina Garcia-Heredia, Parks & Recreation Director, asked for approval of an expenditure in the amount of \$271,120.35 for a purchase from Priefert of six bucking chutes, panels, and 100 stalls for the City Arena.

Councilmembers asked questions and discussed.

Councilmember Godfrey made a motion to approve an expenditure over \$50,000 for purchase from Priefert for City Arena. Councilmember Morris seconded the motion, which passed by a vote of 5:0.

10. Adjournment

Councilmember Godfrey made a motion for adjournment. Councilmember Campbell seconded the motion, which passed by a vote of 5:0.

APPROVED:

Mayor of the City Council
of the City of Marshall, Texas

ATTEST:

City Secretary



TO: City Council
DATE: August 22, 2024
ITEM #: 6.B
SUBJECT: Consider approval of allowance for the Soil Remediation for Field #5 at Airport Park for \$130,412.00 (Parks & Recreation)

Recommendation for Action: Approval of allowance for soil remediation for \$130,412.00

Executive Summary: In the original quote for the drainage and field improvements at Airport Park, a \$165,000.00 allowance was mentioned for potential stabilization requirements. This allowance was not included in the proposal's price because it depended on the geotechnical survey results. Upon receiving the survey results, it was found that soil remediation would be needed in Field #5 for a total of \$130,412.

Budget Cost: \$130,412.00

Staff Contact: Marina Garcia-Heredia, Director

Attachments:

1. City of Marshall Airport Park Soil Remediation Proposal
2. City of Marshall Airport Park Original Proposal Hellas



July 31, 2024

Marina Garcia
Director of Parks and Recreation
City of Marshall
Marshall, Texas, 75670
garcia.marina@marshalltexas.net

RE: Airport Park Baseball/Softball Infields Soil Remediation for 10 infields and 1 Tee ball field.

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled Sourcewell Contract 031622-HLC - Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services. Proposal is based on a Geotechnical Report dated July 30, 2024 by Braun Intertec.

The range of PVR (potential vertical rise) discussed in the report is from 1" to 2 ¾" on Table 6, Calculated PVR Values.

Field 5 is rated at 2 ¾" currently and will need to be addressed to achieve a minimum 2" PVR.

Hellas will accept all of the other fields based on the findings of currently being at or below 2" PVR.

Please advise what PVR the City is comfortable with based on the report provided. For now, Field 5 remediation procedures and cost are as follows based on a 2" PVR:

Excavate unsuitable soils 2 feet below subgrade and dispose off site. Grade and compact the subgrade as described in the original proposal. Import an aggregate cap of base rock and place in 6" lifts grading to proper planarity and compaction. Place a geotextile fabric on top of imported aggregate cap.

Base Proposal Price	\$130,412.00*
----------------------------	----------------------

*This cost is in addition to the original price quoted.





Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

****Pricing valid for 14 days from the date of this proposal.***

A handwritten signature in blue ink that reads "Tim Robertson".

Tim Robertson
Estimator
Hellas
512-688-9595



June 4, 2024

Marina Garcia
Director of Parks and Recreation
City of Marshall
Marshall, Texas, 75670
garcia.marina@marshalltexas.net

RE: Airport Park Baseball/Softball Infields Synthetic Turf Proposal for 10 infields and 1 Tee ball field.

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled Sourcewell Contract 031622-HLC - Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services. Proposal is based on a site visit, information provided and renderings prepared by **Hellas**.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, construction drawings.
5. Provide, prior to construction, all required submittals.
6. Provide, prior to construction, synthetic turf shop drawings.
7. Provide erosion control measures related to work described in this proposal.
8. Provide final punch-out and clean-up of the completed project.
9. This proposal assumes a start date of 9/1/2024. Pricing to be adjusted if the start date is rescheduled to a later date.

BASE PROPOSAL

Sitework

Hellas scope of work:

1. Locate all utilities.
2. Test all facilities-lighting/scoreboards/PA system etc.
3. Install 4 construction entrances.
4. Excavation to subgrade. Excavated materials will be disposed off site.





Subgrade

Hellas scope of work:

1. Scarify 6" of existing material, grade and compact to proper planarity and density.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct $\pm 4,142$ lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the fields. Discharge point to be within 50' from each fields edge. Outfall pipe will be equipped with a flared end section and a rip rap oversized rock dissipator pad. A maximum of 10,000 square feet of swale will be graded to assist with drainage to existing facilities.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. 11 – Set of baseball/softball bases with anchors and plugs for alternate base spacing.
 - B. 11 – Home Plates.
 - C. 10 – Portable Pitching Mounds. (2 True Pitch Baseball, 18' full sized mounds, 8 True Pitch Little League mounds)
 - D. 4 – Spiked Pitching Mats, 11', green or clay.

Synthetic Turf Field

Hellas scope of work:

1. Impervious Liner – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to existing curb and nailer.
2. Nailer – Provide and install 2" x 4" **EcoNailer™**.
3. Composite Flat Drain – Provide and install 1" x 12" composite flat drain at 30' O.C.
4. Drainage Stone – Provide and place 5" permeable base stone and 1" permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. Synthetic Turf - Provide and install approximately 147,708 square feet of **matrix helix®** **Major Play 42 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Baseball/softball lines and markings per attached renderings.
 - One (1) set per field of 80 oz. removable panels.
 - Proprietary **REALFILL™** installation of unique silica pea gravel base and ambient ground SBR rubber.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.



- Repair the infield and sod area at the transition from synthetic turf to natural grass on all fields, approximately 31,150 square feet.
- Provide 8-year manufacturer warranty.
- Provide third party insured warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Base Proposal Price	\$2,628,228.00
----------------------------	-----------------------

****An allowance of \$165,000.00 should be considered for potential stabilization requirements. This allowance is not part of the proposal price.**

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Grade changes.
3. Utility relocation.
4. Portable pitching mounds. (Hellas can provide the portable mounds as needed)
5. Any form of subgrade stabilization.
6. Poor subgrade soils – Hellas will proof roll subgrade to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between owner and contractor. ***Hellas requires the owner to contract with a Geotechnical Engineer to perform a Geotechnical investigation of the site to determine the nature of the existing subgrade soils and make recommendations for any subgrade stabilization requirements. Pricing to be adjusted to recommendations of new report performed. (**See allowance statement under proposal pricing above)***
7. Geotechnical Investigation.
8. Rock excavation or haul off.
9. Any embankment or processing of imported soils.
10. Any asphalt paving.
11. Any electrical work.
12. Any fence work.
13. Construction materials inspection and testing.
14. Supply or installation of perimeter safety or construction fencing.
15. Site security.
16. Taxes.
17. Union wages.
18. Any permits or fees, including any utility impact fees generated by construction improvements.
19. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
20. Owner to supply secure laydown area for Hellas materials.



Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

****Pricing valid for 14 days from the date of this proposal.***

A handwritten signature in blue ink that reads "Tim Robertson".

Tim Robertson
Estimator
Hellas
512-688-9595

Approved by:

Date



TO: City Council
DATE: August 22, 2024
ITEM #: 6.C
SUBJECT: Consider approval of Project Acceptance -
Operations/Lab building at WWTP. (Public Works)

Recommendation for Action: Formal acceptance of the construction project at the Wastewater Treatment Plant and release of retainage.

Executive Summary: The construction of the new operations and lab building at the Southside Wastewater Treatment Plant (WWTP) is now complete. The building contract, Casey Slone Construction, has completed all required construction items and satisfied the punchlist. The building is now fully operational and staff have been occupying the space since late June 2024. The project went very smoothly and all the subcontractors employed by Slone Construction as well as the project managers for Slone were exceptional and very attentive. This new building will provide a safe and effective environment for all operators, lab technicians and maintenance staff to conduct their daily activities. The total cost of the project with a few changes was \$728,233. ARPA funds were used for the project.

The next step will be to release the retainage in the amount of \$36,411.65 which will effectively close the project.

Budget Cost: \$36,411.65

Staff Contact: Eric Powell, PE Director and Cory Owen, Assistant Director

Attachments: 1. City of Marshall Pay App #9 Retainage

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

To Owner: City of Marshall
401 S Alamo Blvd.
Marshall, TX 75670

PROJECT:
Wastewater Treatment Plant
Office & Laboratory Building

APPLICATION NO.: 9 Retainage Distribution to:

PERIOD TO: 8/1/2024 ☐ OWNER

PROJECT NOS.: ☐ CONSTRUCTION
MANAGER

INVOICE DATE: 8/5/2024 ☐ ARCHITECT

☐ CONTRACTOR

FROM SUBCONTRACTOR: Casey Slone Construction

PO Box 1614
Marshall, TX 75671

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$726,998.00
2. Net Change By Change Orders	\$1,235.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$728,233.00
4. TOTAL COMPLETED & STORED TO DATE	\$728,233.00
5. RETAINAGE:	
a. 5 % of Complete Work (Columns D + E on G703)	\$0.00
b. 5 % of Stored Material (Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$728,233.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$691,821.35
8. CURRENT PAYMENT DUE	\$36,411.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,235.00	
Total approved this Month	\$0.00	
TOTALS	\$1,235.00	
NET CHANGES by Change Order	\$1,235.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

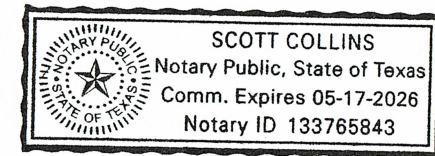
CONTRACTOR:

By: *[Signature]*

Date: 08/05/24

State of: Texas
County of: Harrison
Subscribed and sworn to before me this 5th day of Aug 2024

Notary Public: *[Signature]*
My Commission expires: 5-17-26



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

Authorized Representative:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where retainage for line items may apply.

APPLICATION NO.:

9 Retainage

APPLICATION DATE:

8/1/2024

PERIOD TO:

03/01/24

08/01/24

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization, Bonds, General Conditions & Insurance	\$65,551.00	\$65,551.00			\$65,551.00	100%	\$0.00	\$3,277.55
2	Site Preperation	\$6,750.00	\$6,750.00			\$6,750.00	100%	\$0.00	\$337.50
3	Site Earthwork (Cut & Imported Select Fill)	\$16,000.00	\$16,000.00			\$16,000.00	100%	\$0.00	\$800.00
4	Erosion & Sediment Controls	\$4,000.00	\$4,000.00			\$4,000.00	100%	\$0.00	\$200.00
5	Office & Laboratory Building	\$543,897.00	\$543,897.00			\$543,897.00	100%	\$0.00	\$27,194.85
6	Reinforced Concrete Building & Foundation	\$42,000.00	\$42,000.00			\$42,000.00	100%	\$0.00	\$2,100.00
7	Reinforced Concrete Flatwork & Asphalt Paving	\$33,900.00	\$33,900.00			\$33,900.00	100%	\$0.00	\$1,695.00
8	Segmented Retaining Wall	\$10,800.00	\$10,800.00			\$10,800.00	100%	\$0.00	\$540.00
9	12" Diameter RCP	\$4,100.00	\$4,100.00			\$4,100.00	100%	\$0.00	\$205.00
CO #1	Data Drops	\$575.00	\$575.00			\$575.00	100%	\$0.00	\$28.75
CO #3	Casework Revision	\$660.00	\$660.00			\$660.00	100%	\$0.00	\$33.00
		\$728,233.00	\$171,307.11	\$0.00	\$0.00	\$728,233.00	100%	\$0.00	\$36,411.65

FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Casey Slone Construction, LLC
Subcontractor/Material Supplier

On Date: 08/01/2024

upon receipt of the final payment from City of Marshall
 in the amount of \$ 36,411.65 and when the check has been paid by the banks from
 which it is drawn, in consideration of this and previous payments, does hereby waive,
 release, remise and relinquish any and all right to claim any lien or liens for work done or
 material furnished, or any kind or class of lien whatsoever on the following described
 property:

Waste Water Treatment Plant Office & Laboratory Building

I also certify that all payments, past and present, have been made for this project to (1)
 all my subcontractors (their sub— subcontractors) (2) for all material, (3) for all
 equipment rented (4) for all labor used and (5) that I have no unpaid debts of any kind in
 connection with the performance of this subcontract –

By: _____

Subcontractor/Material Supplier Signature

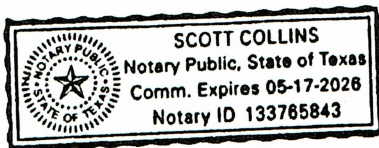
STATE OF Texas

COUNTY OF Harrison

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments,
 personally appeared known to me to be the person described in and who executed the foregoing who acknowledged
 before me that Casey Slone executed the same, that I relied upon the following form
 of identification of the above-named person DL and that an
 oath (was) (was not) taken.

Notary Rubber Stamp Seal

Witness my hand and official seal in the County
 and State last aforesaid the 01st day of
August, AD 2024



Scott Collins
 Notary Signature

Scott Collins
 Printed Notary Signature



TO: City Council
DATE: August 22, 2024
ITEM #: 6.D
SUBJECT: Consider approval of amendment to City Ordinance
2-4.2 Lateral entry for experienced police officers.
(Police)

Recommendation for Action: Approved ordinance as amended.

Executive Summary: The City approved a lateral entry ordinance for the Police Department in 2018. Due to current staffing shortages, we are requesting to amend the ordinance to cover more officers in the limited pool of experienced officers to make our Marshall Police Department more competitive and match other agencies' efforts in our area.

Budget Cost: The Police Department is currently budgeted for a full compliment of officers at maximum level. Hiring officers at this level will not affect the budget.

Staff Contact: Cliff Carruth, Chief of Police

Attachments: 1. Lateral Entry Ordinance 2024

AN ORDINANCE PROVIDING FOR SPECIAL SENIORITY PAY FOR
NEWLY-HIRED POLICE OFFICERS WITH PRIOR FULL-TIME PAID LAW ENFORCEMENT
EXPERIENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marshall has adopted Chapter 143 of the Local Government Code, or "Civil Service"; and

WHEREAS, the City Council has the authority, under Chapter 143 and specifically § 143.041, to set seniority pay for classified positions; and

WHEREAS, law enforcement personnel with experience as full-time paid officers can provide valuable service to the City and can meet leadership requirements of the department, as experience in law enforcement is an important factor in predicting the success of police officers; and

WHEREAS, the City of Marshall seeks to recruit such experienced law enforcement personnel; and

WHEREAS, providing seniority pay as described below will assist the City of Marshall in recruiting experienced personnel; and

WHEREAS, the opportunity to advance is a crucial part of the attractiveness of the Marshall Police Department as a destination for experienced officers, which opportunity has been frustrated by the previous structure of the system of hiring; and

WHEREAS, the reduced pay for an officer on probation, while appropriate for entry level officers, creates an unnecessary disincentive to experienced officers who may otherwise be willing to join the Department; and

WHEREAS, this ordinance is intended to explain and supplement the Marshall Police Department Step Plan Pay Scale adopted by the Council annually as part of the Budget, and;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS:

I. That police officers hired after August 22, 2024, who possess full-time paid law experience will be placed on the City of Marshall Police Department's step plan.

Pay Scale base on the following:

Officers with a minimum of one year full-time paid experience with any state, county, or municipal law enforcement agency in the United States shall be deemed to have one year of seniority with the Marshall Police Department for each year served with that agency up to a maximum of ten (10) transferable years.

II. Officers hired under the provisions of this ordinance are eligible for placement on their hire date in the Step Pay System according to seniority calculated under Section I.

III. Officers hired under the provisions of this ordinance will serve a one-year probationary period.

IV. The effective date of this ordinance is August 23, 2024 and will be effective until repealed by the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Marshall, Texas, at a meeting held on this the 22nd day August, 2024.

ATTEST:

Nikki Smith, City Secretary

Amy Ware, Mayor

APPROVED AS TO FORM:

Scott Rectenwald, City Attorney



TO: City Council
DATE: August 22, 2024
ITEM #: 8.A
SUBJECT: Conduct a public hearing and consider approval of an ordinance regarding a rezoning request for 2518 Cooper Street from Agriculture and Estate (AE) to Multi-Family Residential (MF) (Z-24-04). (Planning & Development)

Recommendation for Action: Recommended approval of the rezoning of Agriculture and Estate (AE) to Multi-Family Residential (MF) located at 2518 Cooper Street Parcel #R000014271 and R000000967.

Executive Summary: Applicant Kim Olusanya
Property Owner Kim Olusanya
Surrounding Property 8 Notices sent within the 200' radius of the property
Notices 0 Negative responses
P&Z Vote 5-0 in favor with 2 Commissioners not present

Budget Cost: 0

Staff Contact: Chief Cooper

Attachments:

1. Council Meeting Package - Kim Olusanya
2. Rezone 2518 Cooper St. from AE to MF

TO: City Council

DATE: August 22, 2024

SUBJECT: **Z-24-04:** Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for a 9.563-acre tract of land on part of lots 1 & 4, Block 3 of the EB Blalock Addition, located at 2518 Cooper Street Parcel #R000014271 and R000000967. From Agriculture and Estate (AE) to Multi-Family Residential (MF).

Recommendation for Action: Recommended approval of the rezoning of Agriculture and Estate (AE) to Multi-Family Residential (MF) located at 2518 Cooper Street Parcel #R000014271 and R000000967.

Executive Summary:

Applicant	Kim Olusanya
Property Owner	Kim Olusanya
Surrounding Property	8 Notices sent within the 200' radius of the property
Notices	0 Negative responses
P&Z Vote	5-0 in favor with 2 Commissioners not present

Budget Cost: None

Staff Contact: Chief Cooper

Attachments:

1. Agenda Sheet Z-24-04 Cooper Street
2. Aerial Photo
3. Site Pictures
4. Location Map

Location Map



Property ID Description Map



Street Level View



Aerial



ORDINANCE NO

An Ordinance Amending Ordinance No. 0-87-13 To Rezone an approximately 9.563-acre tract of land, on part of Lots 1 & 4, Block 3 of the EB Blalock Addition, From AE (Agriculture and Estate) to MF (Multi-Family Residential). Located at 2518 Cooper Street.

WHEREAS, the City of Marshall enacted zoning on December 13, 1951 and amended said ordinance on July 7, 1963 and on March 26, 1987 repealed and replaced all ordinance with Ordinance No. 0-87-13 amending the Code of Ordinances of the City of Marshall to add Chapter 32 regarding Zoning; and

WHEREAS, a Zoning District Map was adopted as a part of Ordinance No. 0-87-13; and

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request zoning district map amendments; and

WHEREAS, the Planning & Zoning Commission, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering proposed changes to the Zoning District Map; and

WHEREAS, after the close of said public hearing and pursuant thereto, the Planning & Zoning Commission filed a written report with the City Council, recommending changes in the Zoning District Map; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 22nd day of August, 2024 at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Council, after considering the proposed changes and after hearing all parties and citizens desiring to be heard, deems that the following changes are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS THAT:

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. THAT THE ZONING MAP ESTABLISHED BY ORDINANCE NO. 087-13 IS HEREBY AMENDED TO REZONE THAT CERTAIN To Rezone an approximately 9.563-acre tract of land, on part of Lots 1 & 4, Block 3 of the EB Blalock Addition, From AE (Agriculture and Estate) to MF (Multi-Family Residential). Located at 2518 Cooper Street, Marshall, Texas.

Section 3. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on the 22nd day of August, 2024.

AYES:

NOES:

ABSTAINED:

MAYOR OF THE CITY COUNCIL
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

CITY SECRETARY



TO: City Council
DATE: August 22, 2024
ITEM #: 9.A
SUBJECT: Fiscal Year 2025 Budget Workshop and consider approval of a resolution setting two public hearings on the proposed FY25 Budget. (Finance)

Recommendation for Action: Discussion and proposal of the FY25 Budget.
Approval of resolution setting public hearings on proposed FY 2025 budget.

Executive Summary: Council and Staff will participate in a discussion regarding the Proposed Fiscal Year 2025 Budget.

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Assistant Finance Director

Attachments:

1. Proposed Budget Memo - 2024-08-22
2. R-24-XX Setting two public hearings - 2025 Budget

AGENDA MEMORADUM

To: Members of the City Council
From: Kristina Hamilton, Assistant Director of Finance
cc: Terrell Smith, City Manager
Date: 08/19/2024
Re: FY25 Budget Discussion & Resolution Setting Two Public Hearings

The FY25 proposed budget will be presented to City Council on August 22, 2024 in accordance with City Charter and Texas Local Government Code.

The overall FY25 Budget includes \$48,958,831 (General Fund \$25,971,855, Water & Wastewater Utility \$10,790,258, and Other Funds \$12,196,718). The FY25 Budget is representative of the conservative approach taken by City staff and is designed to ensure future stability, prioritize essential expenditures, and mitigate risks associated with potential revenue shortfalls. The proposed budget aims to optimize resource allocation to prevent any reduction in services and ensure we are able to maintain or increase current service levels.

Budget Highlights:

- Includes a 4% across the board cost of living increase to account for inflation and help ensure that the City workforce remains motivated and adequately compensated

One-Time Use of Fund Balance:

- Payout of Accrued Compensatory Time Liability
- Public Safety enhancements to include Firemen Pension Relief, Backup Generator for Facility Improvements to Marshall PD, and Fire Protective Equipment
- Update to City-Wide Pavement Condition Index, including sidewalk and stop sign inventory
- Strategic Plan Update
- One-Time infusion of funds for operating materials, supplies, and equipment

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS SETTING THE DATE, TIME, AND LOCATION FOR PUBLIC HEARINGS ON THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2025.

WHEREAS, the City Council of the City of Marshall is required by law to adopt an annual budget for the fiscal year 2025; and

WHEREAS, the City Council recognizes the importance of public input and transparency in the budget adoption process; and

WHEREAS, public hearings are necessary to allow residents and other stakeholders an opportunity to provide feedback on the proposed budget; and

WHEREAS, Section 6.04 of the City Charter and Chapter 102 of the Texas Local Government Code requires that public notice be given for these hearings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall, as follows:

1. Public Hearings Scheduled: The City Council hereby sets the following dates, times, and locations for public hearings on the proposed annual budget for Fiscal Year 2025:

- First Public Hearing: September 12, 2024, at 6pm, to be held at Marshall City Hall, 401 South Alamo Blvd., Marshall, Texas 75670.
- Second Public Hearing: September 26, 2024, at 6pm, to be held at Marshall City Hall, 401 South Alamo Blvd., Marshall, Texas 75670.

2. Notice of Public Hearings: The City Secretary is directed to publish notice of these public hearings in accordance with City Charter, Texas Local Government Code, or other applicable law. Such notice shall include the date, time, and location of each hearing, as well as a summary of the proposed budget and information on where copies of the budget can be reviewed by the public.

3. Public Participation: All interested persons are invited to attend the public hearings and express their views regarding the proposed budget. The City Council encourages the participation of all community members in this important process.

4. Effective Date: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Marshall, this 22nd of August, 2024.

Amy Ware, Mayor

Nikki Smith, City Secretary



TO: City Council
DATE: August 22, 2024
ITEM #: 9.B
SUBJECT: Tax Rate Discussion and consider approval of a resolution scheduling two public hearings on the proposed tax rate of \$0.579079 per \$100 of valuation and tax increase. (Economic Development & Strategic Initiatives)

Recommendation for Action: Following the tax rate discussion, consider approval of a resolution announcing the proposed tax rate of \$0.579079 per \$100 valuation and scheduling two public hearings on the proposed tax rate and tax increase.

Executive Summary: In support of the FY2025 Annual Budget, staff is proposing a tax rate of \$0.579079 per \$100 valuation for Tax Year 2024. This rate exceeds the lower of the no-new-revenue or voter-approval tax rate, and state law requires that a public hearing be held by the governing body before adopting the proposed tax rate.

The subject resolution announces the proposed tax rate and allows for the scheduling of two public hearings on the tax rate and tax increase. The public hearings will be held on Thursday, September 12, 2024, and Thursday, September 26, 2024, during the regularly scheduled City Council meetings. The public is urged to attend these public hearings and express views on the proposed tax rate.

PROPOSED TAX RATE	\$0.579079 per \$100
PRECEDING YEAR'S TAX RATE	\$0.565201 per \$100
NO-NEW-REVENUE TAX RATE	\$0.549042 per \$100
VOTER-APPROVAL TAX RATE	\$0.579079 per \$100

The no-new-revenue tax rate is the calculated rate that would raise about the same amount of property tax revenue for the City of Marshall as the prior year on properties taxed in both years.

The voter-approval tax rate is the maximum tax rate that the City of Marshall may adopt without voter approval. This rate divides property taxes into two categories – Maintenance and Operations (M&O) and Interest and Sinking (I&S, or debt rate). The voter-approval rate accounts for the M&O rate plus 3.5% adjusted for sales tax-property tax reduction, the unused increment rate, and the debt rate.

Following the first public hearing on September 12, City Council will take a record vote on the proposed tax rate. Formal adoption of the tax rate will follow the public hearing on September 26.

Budget Cost: N/A

Staff Contact: Alex Agnor, Director of Economic Development & Strategic Initiatives

- Attachments:**
1. Resolution Announcing Proposed Tax Rate & Public Hearings-2025 Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MARSHALL, TEXAS
ANNOUNCING A PROPOSED TAX RATE OF \$0.579079 PER \$100
VALUATION AND VOTING TO PLACE AN ACTION ITEM TO ADOPT THE TAX
RATE ON A FUTURE COUNCIL AGENDA**

WHEREAS, the Tax Code of the State of Texas requires the governing body to announce a tax rate and schedule and announce the date and time to adopt a tax rate if the tax rate exceeds the no-new-revenue tax rate or voter-approval tax rate, whichever is lower; and,

WHEREAS, the Council of the City of Marshall proposes to adopt a tax rate of \$0.579079 per \$100 valuation for the City's FY 2025 Budget which exceeds the no-new-revenue tax rate; and,

WHEREAS, since the proposed tax rate will exceed the no-new-revenue tax rate; now, therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALL,
TEXAS:**

That the City Council will on September 12, 2024 at 6:00 p.m. and September 26, 2024 at 6:00 p.m. in the City Council Chambers, Marshall City Hall, 401 South Alamo, adopt the proposed tax rate of \$0.579079 per \$100 of valuation for the City's 2024 Budget for the fiscal period January 1, 2025 through December 31, 2025.

PASSED, APPROVED, AND ADOPTED this 22nd day of August, 2024.

YEA: _____

NAY: _____

ABSTAIN: _____

Mayor of the Council
City of Marshall, Texas

ATTEST:

Nikki Smith, City Secretary



TO: City Council
DATE: August 22, 2024
ITEM #: 10.A
SUBJECT: Discussion regarding current debt, debt issuance,
and future CIP projects. (Finance)

Recommendation for Action:

Executive Summary:

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Assistant Director of Finance

Attachments: None



TO: City Council
DATE: August 22, 2024
ITEM #: 10.B
SUBJECT: Consider approval of a contract for Sports LED Lighting Improvements at Airport Park. (Parks & Recreation)

Recommendation for Action: Approval of Contract to be awarded to Musco Sports Lighting, LLC.

Executive Summary: The contract will include sports LED lighting improvements to all Airport Park Baseball/Softball fields. Construction will consist of materials delivered to the job site and turnkey installation with a 25-year warranty. The 25-year product assurance and warranty program covers materials and onsite labor, eliminating 100% of the maintenance costs for 25 years.

Budget Cost: \$1,340,000.00

Staff Contact: Marina Garcia-Heredia, Parks Director

Attachments:

1. Airport Park Sourcewell Quote Musco- 8-13-2024
2. PA 206161-Musco Vision
3. Prop._20Eval._20-Sports_20Lighting_20041123
4. C25 Warranty-Controls and Monitoring-SAMPLE
5. We Make It Happen Brochure
6. Northeast Northwest Texas Installations

Quote

Date: August 13th, 2024
Expiration date: September 13th, 2024
To: Ms. Marina Garcia-Heredia – City of Marshall, TX

Project: Airport Park Ballfields
Marshall, TX
Musco Project Number: 206161

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Turnkey Installation

Fields 1-10 & T-ball field – with security fixtures & MuscoVision on 1 field\$1,340,000

Sales tax of the equipment is not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology (Fields 1 – 7 & T-Ball)

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles and uniformity of 2.5:1.0 on the infields and 20 foot-candles and 3.0:1.0 on the outfields.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires.
- Galvanized steel poles.
- Pre-cast concrete bases with integrated lightning grounding.
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- UL listed assemblies.
- Spill light and off-site glare light minimized.

SportsCluster® system with Total Light Control – TLC for LED™ technology (Fields 8 – 10)

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles and uniformity of 2.5:1.0 on the infields and 20 foot-candles and 3.0:1.0 on the outfields.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires.
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures.
- Disconnects.
- UL listed assemblies.
- Spill light and off-site glare light minimized.



Quote

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

MuscoVision® Automated Sports Broadcasting System

Camera Structure System

- (1) 12' structure including poletop camera assembly with fiberglass pole, fiberglass base, wire harness and electrical components enclosures.
- (1) backstop mounting brackets.

Built to the following specification:

- 120v electrical configuration.

On-Site Network

Wireless network capable of transmitting high resolution video stream from camera locations to MuscoVision automated production system and transmitting finished broadcast to the internet connection point.

Automated Production System

Automated production system for baseball, able to start and stop scheduled broadcasts and switch between multiple cameras based on game play.

MuscoVision Streaming Services

Control-Link® Scheduling and Support

- Technical support for the installing contractor for all components.
- Training for Control-Link scheduling service.
- Control-Link.com access for scheduling of broadcast.
- Reporting and management tools.
- 24/7/365 phone support.

Distribution and Payment System

- Payment system with credit card processing.
- Revenue sharing as detailed below.
- Live and on-demand video streaming.
- Free content downloads for the Streaming Owner.
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications.
- 750 hours of streaming included with purchase with additional hours available for purchase as needed.

Revenue Sharing Agreement

City of Marshall, TX Revenue Share:

- Facility owner receives 70% of revenue share.
- Owner maintains rights to video content, Musco retains the right to prepare derivative work.

Operation and Warranty Services

- Five-year parts and labor for all MuscoVision components.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your broadcasting equipment – plus a network of 1800+ contractors.

Site Owner Responsibilities

- Any required signage to notify patrons of video and/or audio taping.
- Any required model releases for athletes or subjects taped.



Quote

- Granting permission to install the recording devices at the facility or obtaining the necessary permission from the relevant third party.
- Obtaining permission and providing an electronic logo or photo of facility for identification within the streaming services application.
- Access to Airport Park fields and facilities.
- On-going Internet service with minimum bandwidth of 10 Mbps upload and 5 Mbps download required for system operation.
- Connection to internet.

Musco Scope

- Provide design and layout for lighting system.
- Test and final aim equipment.

Installation Services Provided

Fields 1 – 7 and T-Ball

- Remove existing poles and return to city for disposal.
- Unload pole bases, poles, cross arms, enclosures, and fixtures.
- Install (34) new pole bases.
- Install (34) new poles with driver enclosures and fixtures.

Electrical Power on Fields 1 – 7 and T-Ball

- Supply and install new conduit and wire to each new pole by trenching or bore.
- Supply and install new panel for poles (reuse existing power from transformer).
- Install new Musco control panels.

Fields 8 – 10

- Unload cross arms, enclosures, and fixtures.
- Remove existing cross arms, fixtures, and enclosures from 14 poles.
- Install new cross arms, fixtures, and enclosures on 14 existing poles.
- Supply and install new panel.
- Install new Musco control panel.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production.
- Provide electrical design and materials for electrical distribution system.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com



Quote

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 105 mph, Exposure C.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brock Carstens
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 214-437-4279
E-mail: Brock.Carstens@Musco.com



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Melinda Peterson Email: melinda.peterson@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4102	2. BUYER NAME AND ADDRESS: City of Marshall (the "Buyer") PO Box 698 Marshall, TX 75671 Attn: Terrell Smith Email: Terrell.Smith@marshalltexas.net Telephone: 903-935-4400
3. OWNER NAME AND ADDRESS: City of Marshall PO Box 698 Marshall, TX 75671 Attn: Terrell Smith Email: Terrell.Smith@marshalltexas.net Telephone: 903-935-4400	4. SHIPPING NAME AND ADDRESS: Airport Park Ballfields 1110 Warren Drive Marshall, TX 75670 Attn: James Prince Email: james@whiteelectrictexas.com Telephone: 936-615-4025
5. WARRANTY CONTACT: City of Marshall PO Box 698 Marshall, TX 75671 Attn: Terrell Smith Email: Terrell.Smith@marshalltexas.net Telephone: 903-935-4400	6. FACILITY NAME AND ADDRESS: Airport Park Ballfields 1110 Warren Drive Marshall, TX 75670

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 41 – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- 10 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 91 – Total Light Control™ TLC-LED-550 factory-aimed and assembled luminaires
- 91 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- 18 - 60 ft galvanized steel poles
- 16 - 70 ft galvanized steel poles
- 34 Pre-cast concrete bases with integrated lightning grounding

SportsCluster® Lighting System

- Poletop luminaire assemblies with:
- 7 – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- 12 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 8 – Total Light Control™ TLC-LED-550 factory-aimed and assembled luminaires
- 6 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects

MuscoVision™ Automated Sports Broadcasting System

On-Site Network

- Wired and/or wireless network capable of transmitting high resolution video stream from camera locations to MuscoVision™ automated production system and transmitting finished broadcast to the internet connection point.



1999, 2023 Musco Sports Lighting, LLC • M-1010-enUS-46

www.musco.com • lighting@musco.com

Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

Automated Production System

- Automated system capable of analysing game play and producing a broadcast including automated camera switching and/or automated camera panning.

MuscoVision™ Streaming Services

Control-Link® Scheduling and Support

- Technical support for the installing contractor for all components
- Training for Control-Link® scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

With Controls

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Additional Items

- 5 – Auxiliary mounting brackets with 1 position style crossarm
- 1 – Auxiliary mounting brackets with 2 position style crossarm

Built to the following specifications:

- Driver input voltage: 480
- Phase to pole: 3 phase
- Structural integrity: based upon IBC, 2015, 105mph, Exposure C
- Light level(s): 30 infield footcandles, 20 outfield footcandles- Fields 1-10 & T-Ball

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to: Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, or phone call; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A.

11. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms (**Light Structure & SportsCluster System warranty**):

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

12. 5-YEAR WARRANTY (the "Warranty") (Musco Vision warranty)– Musco shall provide parts, labor, and services to maintain operation of the MuscoVision™ system for a period of five (5) years from the equipment ship date.

13. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$1,340,000.00 plus applicable taxes is payable as follows.

- \$1,340,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

14. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable ☐ Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

15. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? ☐ Yes ☐ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

16. DELIVERY – Normal delivery to the shipping address indicated above is 8 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 17. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 18. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 19. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 20. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 21. DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

22. REMEDIES UPON DEFAULT – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

23. FORCE MAJEURE – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

24. EEO COMPLIANCE – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

25. CONDITIONS OF AGREEMENT

- a. APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

CITY OF MARSHALL

MUSCO SPORTS LIGHTING, LLC

Acceptance

Acceptance

this _____ day of _____, 20____

this _____ day of _____, 20____

Signature

Signature

Terrell Smith, City Manager
Name and Title

Name and Title

Please return all pages of this agreement.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

EXHIBIT A.

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Provide internet service of 10 Mbps download and 5 Mbps upload (For MuscoVision on one field).
7. Pay all permitting fees and obtain the required electrical permitting.
8. Provide and install any required signage under privacy laws to notify patrons of video/audio recording.
9. Secure permission and provide electronic logo or photo of facility for identification within streaming services application.
10. Provide area on site for disposal of spoils from foundation excavation.
11. Provide area on site for dumpsters.
12. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations and poles for fields 1-7 & T-ball, electrical enclosures, luminaires, wire harnesses, SportsCluster® pole top luminaire assembly on fourteen (14) poles for fields 8-10, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in the schedule or delays.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

Demolition (Fields 1-7 & T-ball):

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires (Fields 1-7 & T-ball):

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install thirty-four (34) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect thirty-four (34) dressed LSS Poles and aim utilizing the pole alignment beam.

Retrofit Musco Equipment to Existing Poles (Fields 8-10):

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $\frac{5}{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

MuscoVision Foundation, Pole, and Cameras (For one field):

1. Mark and confirm pole locations per the equipment layout diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install one (1) pole foundations as specified on layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble MuscoVision cameras, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect one (1) dressed MuscoVision pole and aim utilizing the alignment beam and Control-Link Central™ operators during commissioning.



Purchase Agreement

Date: August 15, 2024

Project Name: Airport Park Ballfields

Project #: 206161

Network and Automation:

1. Provide labor, equipment, and materials to install MuscoVision automation cabinet(s), MuscoVision network cabinet(s), and terminate all necessary wiring.
2. Provide a dedicated 120 V 15 A power circuit or a step-down transformer for 120 V power circuit if not available.
3. Provide all labor and material to connect ethernet network equipment.
4. Check all cameras for aiming and functionality.
5. Confirm required signage has been placed at the facility.
6. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control-Link Control and Monitoring:

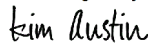
1. Provide labor, equipment, and materials to install Musco control and monitoring cabinets and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.





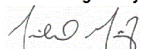
Proposal Evaluation
Sports Lighting Solutions with Related Technology, Equipment, and Services RFP #041123

		Alpha Supply, LLC	Cooper Lighting, LLC	Daybreak LED, LLC	Hellas Construction, Inc.	LEDVANCE	Musco Sports Lighting, LLC	Schreder Lighting, LLC	Shinetoo Lighting USA, LLC	Techline Sports Lighting, LLC
Possible Points										
Conformance to RFP Requirements	50	37	41	40	42	40	42	39	36	42
Pricing	400	294	330	303	310	308	321	309	238	306
Financial Viability and Marketplace Success	75	52	63	53	61	54	63	60	46	57
Ability to Sell and Deliver Service	100	46	83	67	78	68	84	79	64	77
Marketing Plan	50	35	41	38	42	35	41	37	35	42
Value Added Attributes	75	57	63	63	59	54	63	62	57	62
Warranty	50	38	41	39	42	38	45	40	36	44
Depth and Breadth of Offered Equipment, Products, or Services	200	159	169	156	162	139	176	168	134	165
Total Points	1,000	718	831	759	796	736	835	794	646	795
Rank Order		8	2	6	3	7	1	5	9	4

DocuSigned by:

 6830543C58384D1...
 Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Lead Analyst

DocuSigned by:

 7BCA93CD6377421...
 Brandon Town, NIGP-CPP, CPSM, CPSP, Procurement Analyst

DocuSigned by:

 0B0204E40D3E445...
 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

 679614F597034BA...
 Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

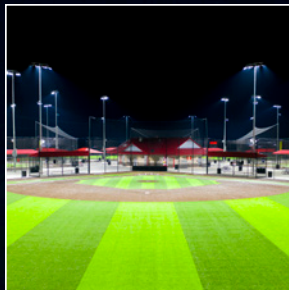
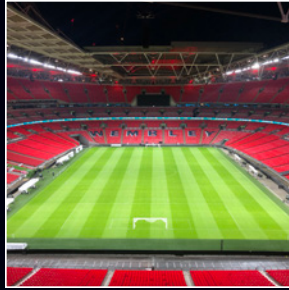
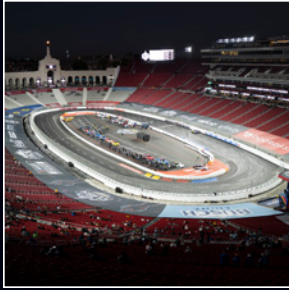
- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
 - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
 - c.** For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
 - d.** Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
 - e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
 - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
 - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



We Make It Happen.®



Musco Makes it Happen

Since 1976, Musco has been designing and manufacturing the highest quality sports and large area lighting systems. Our global Team, innovations, and superior light control technology offers practical, cost-effective, trouble-free solutions backed by a long-term warranty.

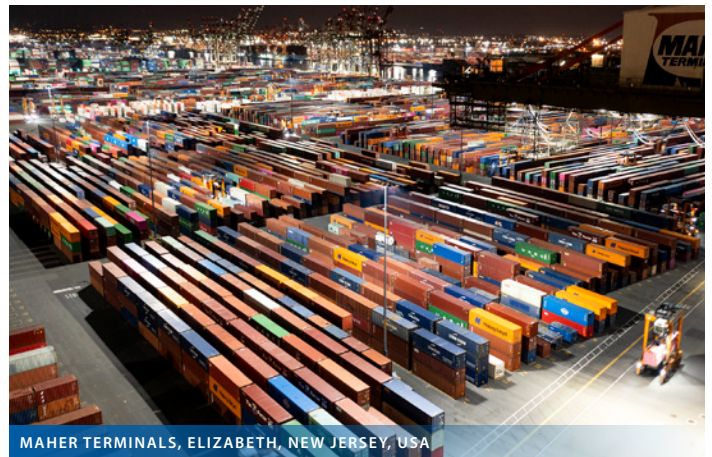
- Raising the standard for lighting at hometown fields and the biggest venues in the world.
- Bringing unmatched experience to provide the most value for your lighting budget.
- Offering expert guidance from system design through installation, support, service, and operation.
- Solving real customer problems and providing solutions that meet your facility's unique needs.

Pictured on the cover (clockwise from top left): LA Coliseum, Los Angeles, California, USA; Wembley Stadium, London, UK; TD Garden, Boston, Massachusetts, USA; Ellsworth Air Force Base, Rapid City, South Dakota, USA; Cedar Stone Community Park, Smyrna, Tennessee, USA; GPA Appalachian Regional Port, Crandall, Georgia, USA. Background photo: Daphne Park Drive Complex, Daphne, Alabama, USA.



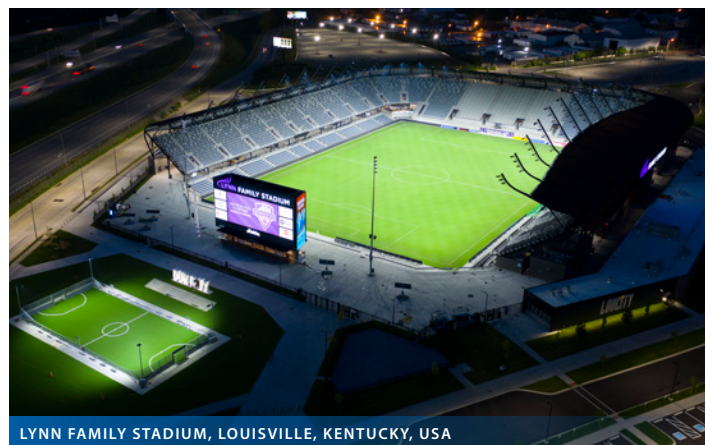
ORANGE COUNTY GREAT PARK, IRVINE, CALIFORNIA, USA

Lighted over 70 fields and courts without creating off-site spill or on-field and cross-field glare.



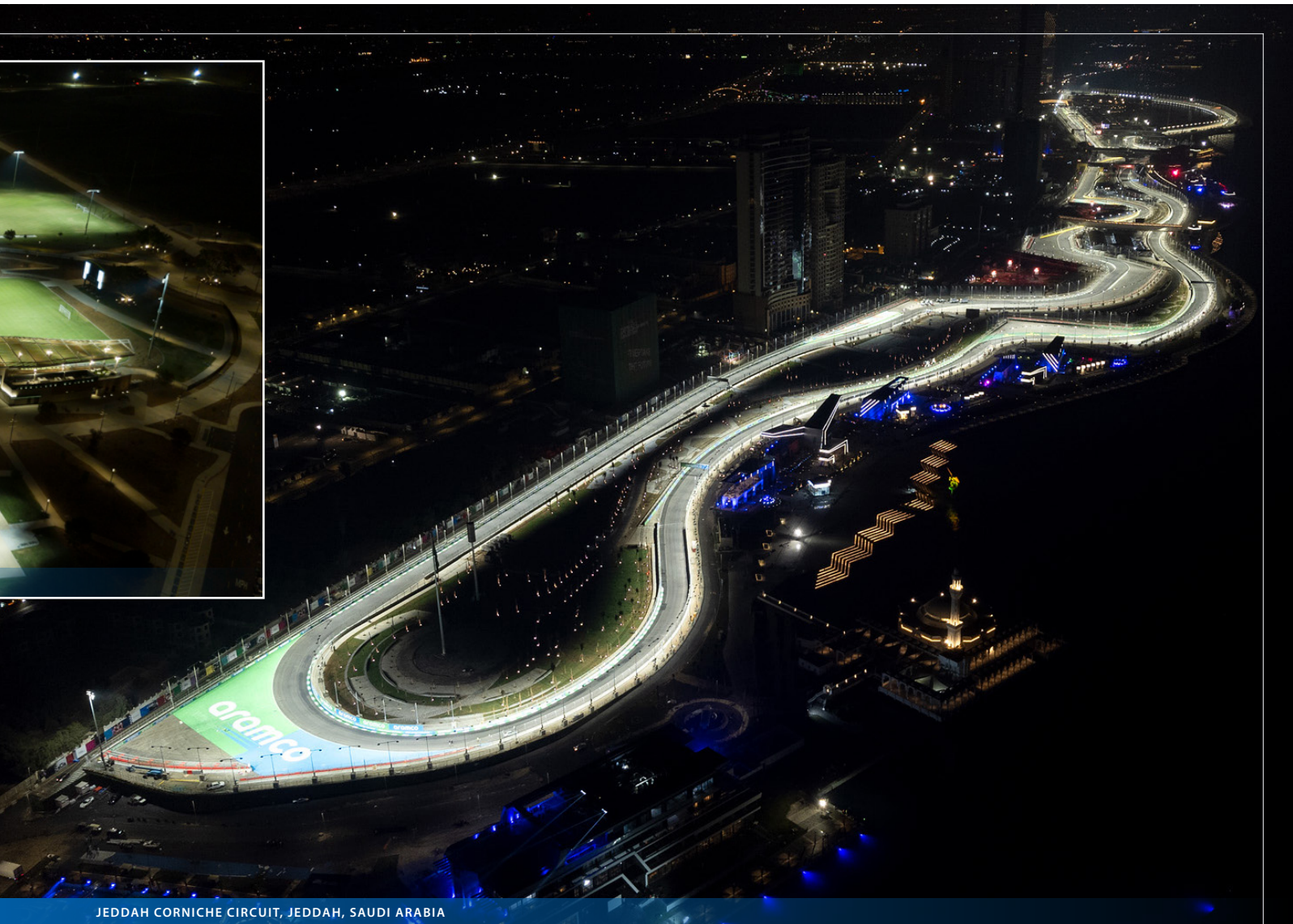
MAHER TERMINALS, ELIZABETH, NEW JERSEY, USA

Helped the United States' second-largest container terminal provide a safer, more efficient work environment.



LYNN FAMILY STADIUM, LOUISVILLE, KENTUCKY, USA

Helped create a more exciting and engaging fan experience with new TLC for LED® lighting and a Mini-Pitch System™.



Created an unprecedented racing experience at the world's longest Formula 1™ street circuit to feature LED lighting.



Lighted the Statue of Liberty as a symbol of recovery in the aftermath of Hurricane Sandy.



Returned to the Field of Dreams site to create an unforgettable environment for the historic MLB at Field of Dreams™ event.

45+ Years of Innovations

Since our founding in 1976, our Team has been committed to system development advancing light quality and control capabilities that have created new possibilities in sports and large area lighting.

1977



Production begins on the SportsCluster®, simplifying installation, guaranteeing alignment, and improving durability.



1979

Remote ballast is introduced, placing electrical components in an enclosure near the base of the pole for easy maintenance.

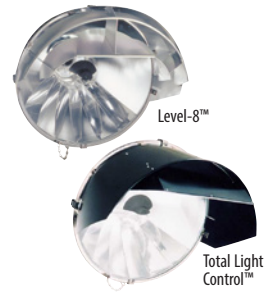
1987

SportsCluster®2 is introduced, offering major advancements in efficiency and spill and glare control.



1988

The Multi-Watt™ option is introduced to reduce system operating costs and increase programming flexibility.



1989

Level-8™ and Total Light Control™ options are introduced as a way to provide practical solutions for extreme lighting needs.



1979

Factory aiming is introduced, increasing light quality on the field and streamlining installation.

1982



Mobile Lighting debuts, making television history with the first-ever night game at Notre Dame Stadium.

1981

An unprecedented parts and labor warranty is introduced, demonstrating the reliability of our system approach.

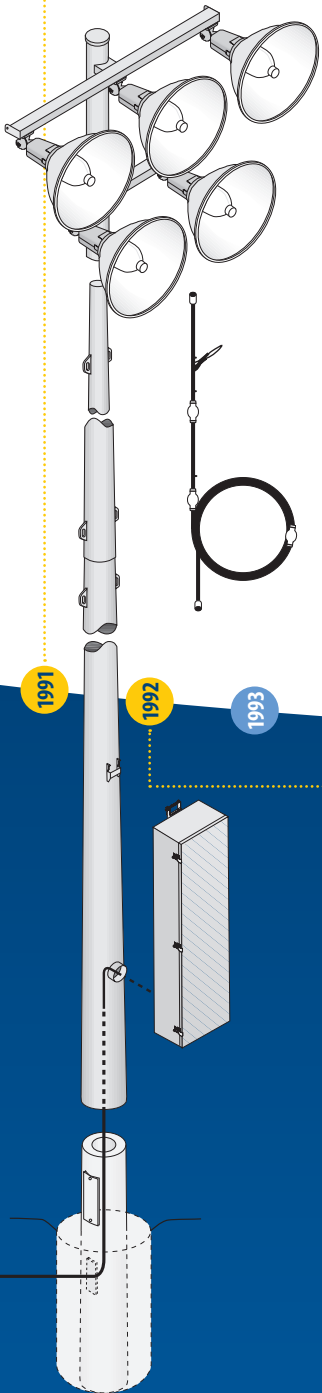


1988

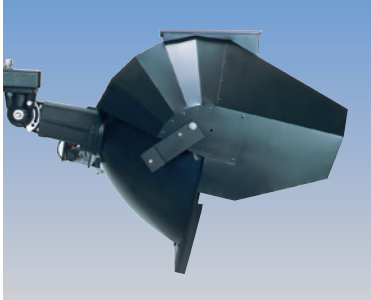
Enhancements to SportsCluster®2 achieve up to 25% more light on the field and up to 95% reduction in spill light.

1991

Light-Structure System™ is introduced engineered as **5 Easy Pieces™** backed by a hassle-free seven-year warranty on all parts and labor.



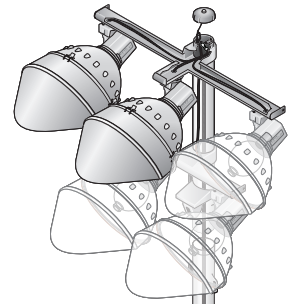
1996



The ShowLight® system is introduced, bringing special effects lighting to pre-game, halftime, and post-game celebrations at professional arenas.

1999

Control-Link® is introduced, providing customers with an affordable system for controlling, monitoring, and scheduling their lights remotely.



1999

Our **10 Club Service™** warranty and performance guarantee is introduced, **eliminating customers' maintenance costs on parts and labor for 10 years.**

1991

1992

1993

1994

1995

1996

1997

1998

1999

2000

2001

2002

2003

2005

1992

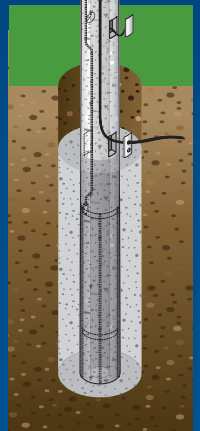


Mirtran™ technology is introduced at **Charlotte Motor Speedway**, overcoming the challenge of no poles being allowed on the track's infield, ushering in a new era of night racing at major NASCAR speedways.



2005

Our unprecedented **Constant 25™** warranty and maintenance program is launched, covering all parts and labor for 25 years.



2005

Light-Structure Green™ system is introduced as an energy efficient solution, maintaining constant light levels and cutting spill and operating costs in half. For your budget, for the environment.

45+ Years of Innovations

2008



Our Team completes the first LED installation at the White House, lighting the external façade and cutting energy consumption by 87%.

2014



Our Team designs a **state-of-the-art LED system** for installation at the **East Span of the San Francisco-Oakland Bay Bridge**, improving driver safety and energy efficiency.

2006

2007

2008

2009

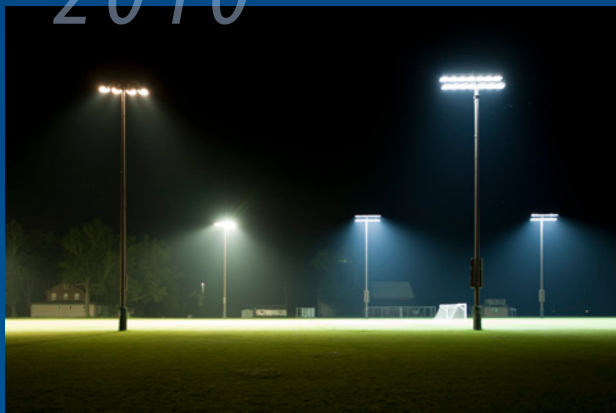
2010

2011

2012

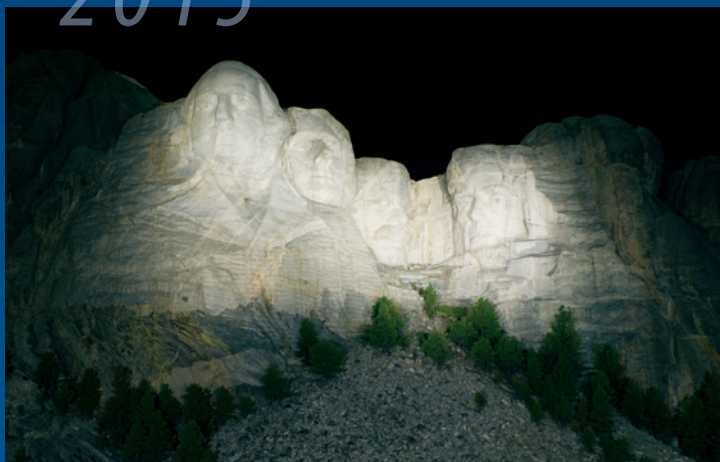
2013

2010



A test field is constructed at Oskaloosa's Lacey Sports Complex for continued testing on the **efficiency and cost effectiveness of LED** compared to HID light source.

2015



A **custom LED system** is installed at **Mount Rushmore**, precisely projecting light from 1,000 feet away onto the façade while protecting the surrounding area from spill and glare.



2019

Show-Light® special effects technology is re-introduced providing new, cutting-edge light shows and color-changing capabilities at venues of all sizes.

2021

The Communication-Structure System™ is launched, a monopole solution built using our proven 5 Easy Pieces™ approach that offers faster deployment, safer installation, and a simplified acquisition process.

2016

Total Light Control—TLC for LED™ technology is introduced, creating new possibilities for sports and large area lighting in terms of light control, spill light and glare reduction, energy efficiency, and reliability.



2020

MuscoVision® automated sports broadcasting is launched, allowing hometown fields to provide professional livestreams of its games to fans watching from anywhere.

2019



We introduce the Mini-Pitch System™ in partnership with the U.S. Soccer Foundation, a modular sports solution complete with TLC for LED® lighting, fencing, goals, benches, lockable storage, and ADA-compliant access.

2014

2015

2016

2017

2018

2019

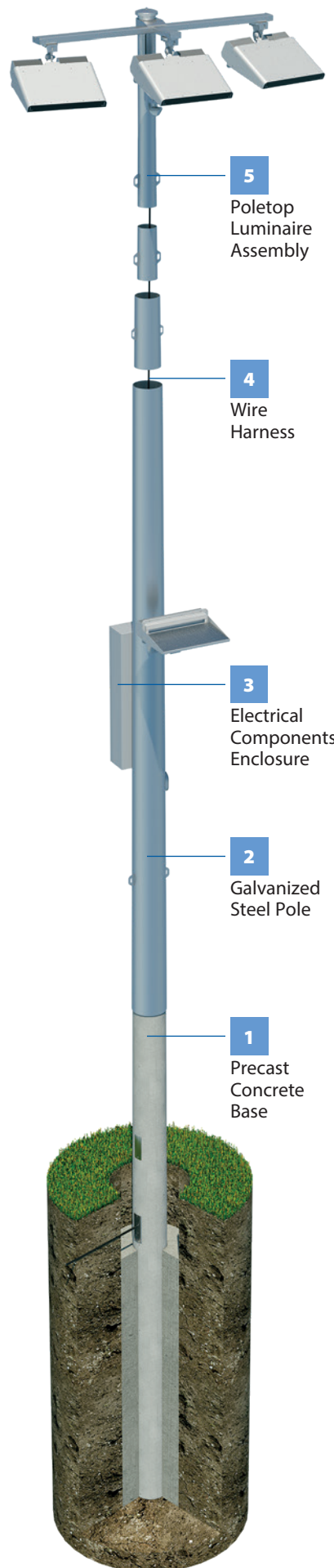
2020

2021

Musco's Systems

Our unique complete system approach—with lighting, electrical, and structural components designed to work together—delivers benefits that can't be matched by parts and pieces from various manufacturers.

- Durable, corrosion resistant, and able to withstand high winds.
- Streamlined installation and trouble-free operation.
- Patented spill and glare control to minimize impact on neighbors.
- Superior on-field visibility with reduced energy consumption.
- UL Listed and CSA Approved for a safer playing environment.



TLC for LED®

Total Light Control™ Technology

Patented visoring minimizes spill light and glare, while custom optics and factory aiming achieve more uniform light distribution.

New Applications—Light-Structure System™

Complete System from Foundation to Poletop

Engineered in **5 Easy Pieces™** with all components designed to work together.

Retrofit Applications—SportsCluster® Retrofit Lighting System

Designed to perform from your choice of structures, includes lighting, electrical components, and new crossarms.

Indoor Lighting Applications

High-quality lighting and minimized glare for everything from NBA and NHL arenas to high school and recreational gyms.



Mobile and Temporary Lighting

Superior quality and versatility for supplemental broadcast lighting and settings without permanent systems.



Mirtran™ Racetrack Lighting System

Designed specifically for racing, delivering a precise ribbon of light onto the track while eliminating glare for spectators and drivers.



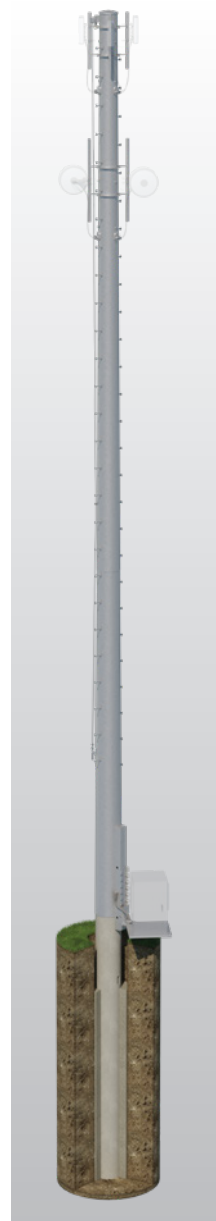
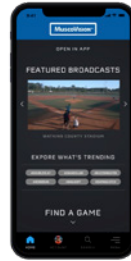
Custom Applications

Unmatched experience with special build systems for venues with distinctive architectural environments and settings.



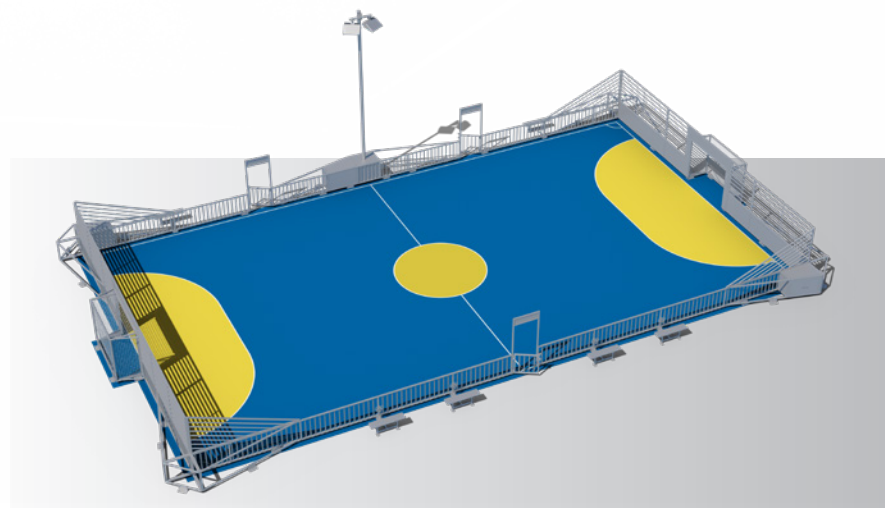
MuscoVision® Automated Sports Broadcasting

A complete solution for hometown facilities that includes cameras, structural, electrical, networking, and production components, as well as web- and app-based viewing portal.



Communication- Structure System™ Complete System from Foundation to Poletop

A monopole utilizing our 5 Easy Pieces™ structural system adapted to allow Internet Service Providers to deploy wireless faster with a smaller physical footprint and safer installation process.



Mini-Pitch System™ Modular Sports Solution

Transforms underused areas into a high-quality sports pitch, including lights, fencing, goals, benches, lockable storage, and ADA-compliant access.

From System Development Through Installation

Our services—from system development through installation—are guided by nearly a half-century's worth of experience listening to customers and understanding their needs every step of the way.

- Millions of hours devoted to system research, development, and testing.
- Decades of experience designing systems that meet each customer's unique needs.
- Production and project management expertise to help overcome any challenge.
- Unmatched installation capabilities that streamline the process regardless of setting.
- Timely support and service from regionally-based technicians.

We've been researching and developing sports and large area lighting applications that utilize LED since 2008.





Our on-field light level testing verifies the precision of your factory-aimed system so you're getting the results you need.



We create custom-designed optics for placement around the LEDs at our state-of-the-art manufacturing facilities.



Every Musco lighting system undergoes the same rigorous quality assurance testing that includes nearly 150 quality checks.



We build computer models and photometric designs based on your facility's specific layout to provide optimal light quality and uniformity.

Our unique complete system approach streamlines and simplifies the installation process.



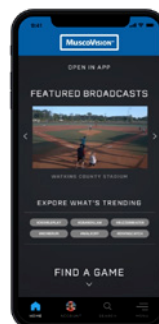
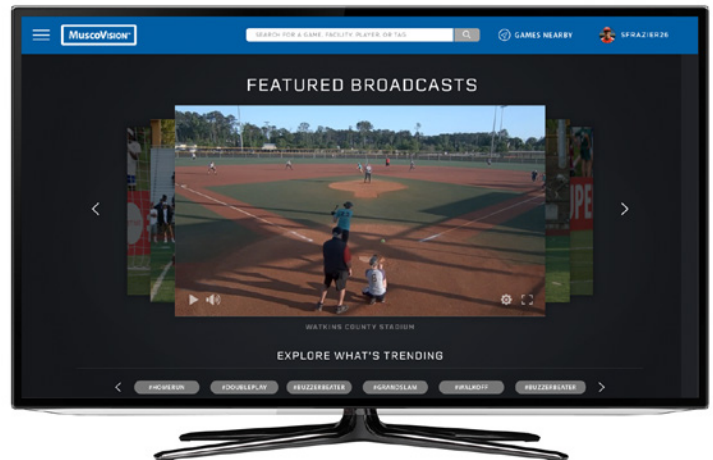
System Management and Operations

We're committed to providing support, software, networking, and controls that are trouble-free and help customers ensure the best possible experience to players and fans.

- Control-Link® Controls and Monitoring—proactive monitoring, scheduling, and call center support 24/7/365.
- Show-Light® Entertainment Packages—cutting-edge light shows with light-to-music synchronization and color-changing RGBW technology.
- MuscoVision® Automated Sports Broadcasting—professional livestream productions from hometown fields and facilities.
- Warranty and Performance Guarantee—hassle-free, covering every part and all labor well into the future.



With Control-Link you can control your lights instantly, from anywhere, with the touch of a button and have the support of a fully-staffed Control-Link Central™.



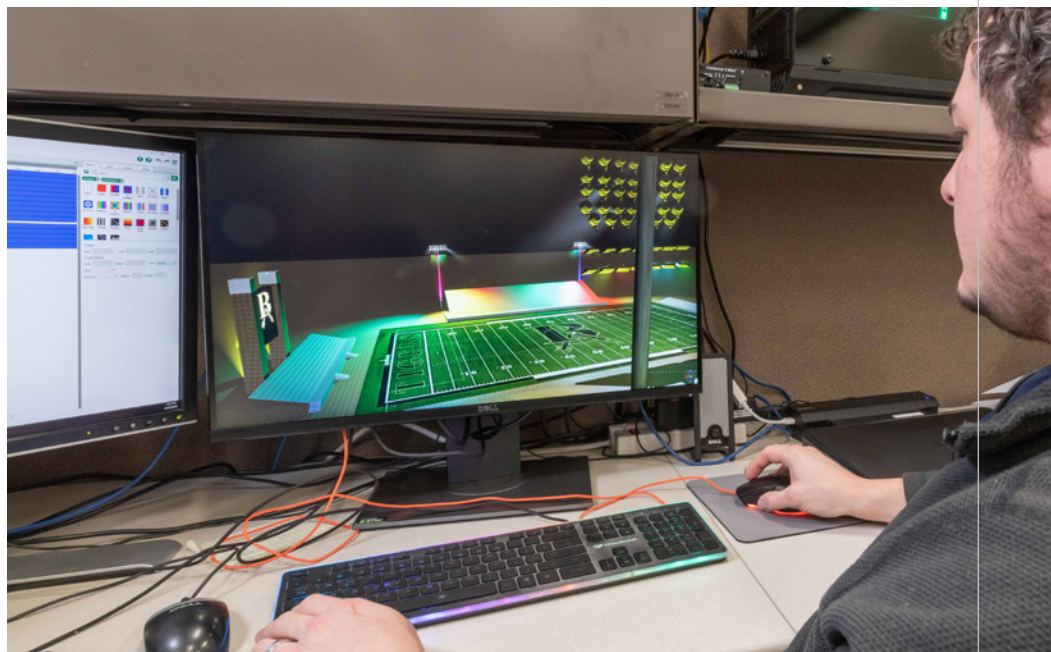
MuscoVision's easy-to-navigate portal allows games to be streamed and watched on any smart device.



Show-Light® is an ideal solution for taking your game night experience to the next level with exciting light shows to celebrate players, halftime shows, and team wins.

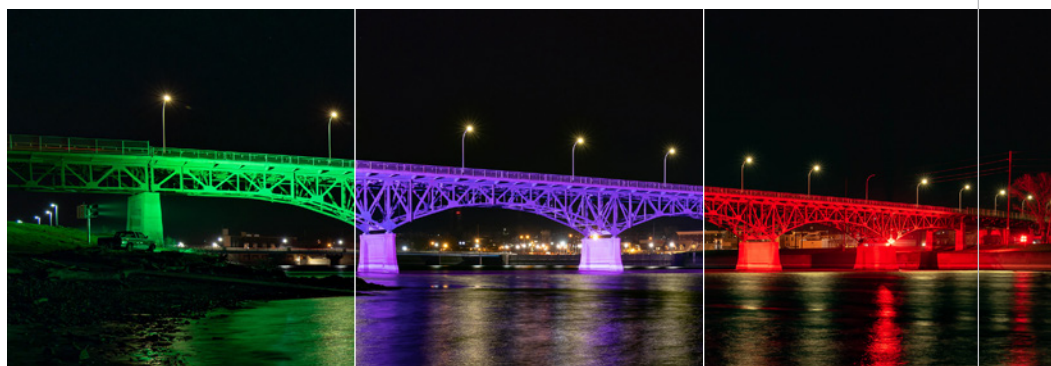


Our solutions are backed by long-term parts and labor warranties, along with regionally-based technicians and 170 support staff dedicated to the performance of your system.



Our design engineers create an array of custom light shows and color-changing scenes for customers to choose from with their Show-Light® entertainment package.

Many communities have utilized our Show-Light® color-changing technology to highlight unique structures, celebrate their history, and commemorate events.



Musco's Experience

Our system approach, superior technology, depth of experience, and supportive Team continue to set Musco apart in the industry.

- From hometown fields to county-wide complexes to world-class stadiums to international airports.
- Projects of all types in more than 100 countries around the globe.
- Creating new possibilities for lighting in the most challenging environments and settings.



Tottenham Hotspur Stadium

London, United Kingdom

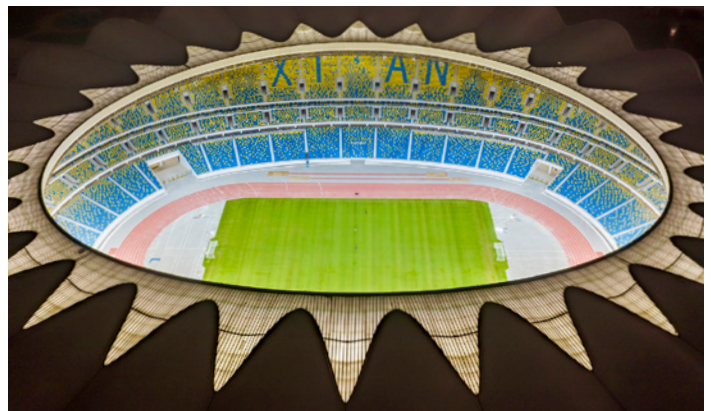
Created a one-of-a-kind TLC for LED® system for one of the most innovative new stadiums in the world. Minimized glare for better visibility and integrated custom controls with other feature lighting for cutting-edge special effects and light shows.



Charlotte Douglas International Airport

Charlotte, North Carolina, USA

Designed a TLC for LED® system that reduces energy consumption and provides clear, uniform lighting—creating a safer overall work environment for staff.



Xi'an Olympic Sports Center

Xi'an, Shaanxi, China

Installed state-of-the-art TLC for LED® system at Xi'an Olympic Sports Center, which served as a brilliant global stage and main venue for China's 14th National Games.



Cedar Stone Park

Cedar Stone Community Park, Smyrna, Tennessee, USA

Helped the City of Smyrna, Tennessee, expand recreational opportunities by installing custom TLC for LED® systems at Cedar Stone Park, the first newly-built youth baseball fields the city had constructed in 20 years.



Island Country Club

Ansan, GG, Korea

Helped Island Country Club take advantage of the many benefits of night golf with a TLC for LED® system with BallTracker® technology that prevents spill and glare while creating exceptional visibility allowing players to track the entire flight of the golf ball.



Yas Marina F1™ Circuit

Abu Dhabi, UAE

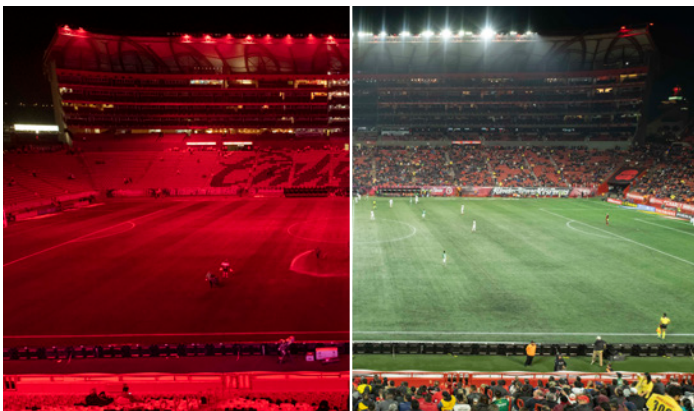
Overcame challenging rocky environment to install a highly-customized system with nearly 4,700 luminaires, and helped stage the first ever twilight run of a Formula 1™ event.



Rogers Place, Home of the Edmonton Oilers

Edmonton, Alberta, Canada

Designed a TLC for LED® system that adapted to the arena's unique, innovative architectural design and achieved the ultimate spectator experience for everything from professional hockey to major concerts.



Estadio Caliente LMX

Tijuana, Mexico

Included Show-Light® entertainment package as part of this custom TLC for LED® system, allowing Club Tijuana to wash the stadium Xolos red during pre- and post-game light shows.



TD Garden, Home of the Boston Bruins and Celtics

Boston, Massachusetts, USA

Worked around the arena's busy concert schedule to install a TLC for LED® system that would meet lighting standards for the NBA and NHL.

Partnerships

Our Team is proud to partner with leaders in sports and recreation to support quality facilities and programs for youth and community development.



American Academy for Park and Recreation Administration



Babe Ruth League®



European Football for Development Network



Heart of America Athletic Conference



International Dark-Sky Association®



Little League® Baseball and Softball



Major League Baseball™



MLB-MLBPA Youth Development Foundation



Minor League Baseball™



National Collegiate Athletic Association



National Interscholastic Athletic Administrators Association



National Junior College Athletic Association



NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association



U.S. Soccer Foundation®



United Soccer League



We Make It Happen®

www.musco.com

e-mail: lighting@musco.com

Phone: 800.825.6030

Football

Anna High School Football Stadium
Anna, Texas

Brownsboro ISD
Bears Stadium
Brownsboro, Texas

Celina High School Athletic Complex
Celina, Texas

Chisum High School**
Paris, Texas

Coppell Middle School East
Coppell, Texas

Coppell New Middle School
Irving, Texas

Covenant Football**
Dallas, Texas

Ereckson Middle School**
Allen, Texas

Henderson ISD
Henderson, Texas

Lowery Football Stadium**
Allen, Texas

McKinney ISD
McKinney, Texas

Mexia High School
Mexia, Texas

Parkhill Park**
Grand Prairie, Texas

Pleasant Grove Coop Community Center
Salvation Army
Dallas, Texas

Princeton New Middle School
Princeton, Texas

Prosper ISD
Prosper, Texas

Prosper ISD New Middle School #3
Frisco, Texas

R.E. St John Memorial Stadium
Kilgore, Texas

Royse City Middle School
Royse City, Texas

Seagoville Football Stadium
Denton, Texas

Tomato Bowl Stadium
Jacksonville, Texas

Winnsboro ISD**
Winnsboro, Texas

Wylie Football Stadium
Wylie, Texas

Soccer

Carpenter Park North
Plano, Texas

Grady T Wallace Soccer Complex
Texarkana, Texas

Hardin Simmons University
Abilene, Texas

Pecan Grove West Park**
Sherman, Texas

Ronald G. Vela Soccer Complex
Denton, Texas

Town Center Park Practice Field**
Heath, Texas

Winters Park Soccer Field
Garland, Texas

Baseball

Atlanta ISD Fields
Atlanta, Texas

Henderson Boys Baseball
Henderson, Texas

Lipan ISD**
Lipan, Texas

Oran Good Park Fields
Farmers Branch, Texas

Paris High School Baseball
Paris, Texas

The Colony High School
The Colony, Texas

Winchester Park Fields 1-3
Chandler, Texas

Winnsboro ISD Baseball
Winnsboro, Texas

Other

Heritage Aquatic Center
Pool
Irving, Texas

Stephen F. Austin University
Beach Volleyball
Nacogdoches, Texas

Sunrise Park
Basketball
Irving, Texas

University of North Texas**
Indoor Practice Facility
Denton, Texas

University of North Texas
Track & Field
Denton, Texas

Softball

Fort Worth Christian School
North Richland Hills, Texas

Marshall High School**
Marshall, Texas

Paris ISD Softball
Paris, Texas

Winnsboro ISD Softball
Winnsboro, Texas

Multi-Facility

Cumberland Academy High School
Baseball, Soccer & Lacrosse
Tyler, Texas

Sulphur Springs High School
Baseball, Football & Softball
Sulphur Springs, Texas

Multi-Field

Denton New High School
Denton, Texas

Forester Athletic Complex
Dallas, Texas

Frisco High School
Frisco, Texas

Lake Park Soccer & Baseball
Lewisville, Texas

Prosper High School #2
Frisco, Texas

Sprague Athletic Complex and Field House
Dallas, Texas

Texoma Health Foundation Park
Denison, Texas

Tennis

Coppell New Middle School
Irving, Texas

Coppell High School Tennis Center
Coppell, Texas

Friendship Park
Tennis and Pickleball
Grand Prairie, Texas

Mill Valley Park
Carrollton, Texas

Oak Creek Tennis
Carrollton, Texas

Quitman High School
Quitman, Texas



TO: City Council
DATE: August 22, 2024
ITEM #: 10.C
SUBJECT: Consider approval of a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park. (Parks & Recreation)

Recommendation for Action: Consider approval of a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park. (Parks & Recreation)

Executive Summary: Consider approval of a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park.

Netting Scope of work –The materials' supplier is Unlimited Sports Solutions, along with engineered drawings.

Provide and install: Inline Backstop Systems for fields #5 –10 and t-ball, foul poles for all 11 fields, concrete work, and dugout roofs for fields #5-10 and t-ball.

There is a 10-year parts and hardware warranty on the dugout roof covers.

Budget Cost: \$391,770.00

Staff Contact: Marina Garcia-Heredia, Parks Director

Attachments:

1. Airport Park Backstop Netting - Marshall TX - USS
2. USS Plans Net In-Line Backstop
3. vendorprofiletipsUSS

Material Only Quote

Quote #	Date Of Quote
	7/03/2024
Customer #	Quote Valid For 30 Days

CUSTOMER INFORMATION

City of Marshall, TX
110 S. Bolivar St. #205, Marshall, TX 75670
Marina Garcia-Heredia
903-935-4470
garcia.marina@marshalltexas.net

ITEM DETAIL

COST

Netting Scope of work –

Materials supplier is Unlimited Sports Solutions

\$3,500.00 for engineered drawing

Provide and install:

Inline Backstop Systems:

Fields 5&6- (25' Tall x 42' Wing x 19' backstop x 42' Wing), (4) 8.6" Black poles

Field 7- (25' Tall x 38' Wing x 15' backstop x 38' Wing), (4) 8.6" Black poles

Fields 8&9- (25' Tall x 50' Wing x 35' backstop x 50' Wing), (4) 10.75" Black poles

Field 10- (25' Tall x 88' Wing x 24' backstop x 88' Wing), (6) 8.6" Black poles

Field: Tee Ball- (25' Tall x 40' Wing x 20' backstop x 40' Wing), (4) 8.6" Black poles

-All systems poles will be direct buried with 2500psi concrete, (no rebar for footing)

-Netting to be #36 knotted nylon UV treated black 1 ¾" squares

-Netting will hang off 5/16" cable at the top, ¼" cable down the sides and bottom

-All cables and hardware included

Foul Poles:

11 Sets of Junior Foul Poles

-(15' Tall with a 6' Tall x 18" Wide visibility wing)

-(22) 3.5" diameter poles will be direct buried with 2500psi concrete, (no rebar for footing)

- Industrial Tnemec Paint Finish. Options (Yellow, White, or Orange)

-All hardware included

TOTAL: \$268,100.00

(Discount: \$13,405.00)

Shipping: \$9,000.00

GRAND TOTAL: \$263,695.00

Provide and install:

Fielder's Choice Dugout Roofs

Field 5 (30' Long x 9'Wide) 2 dugout roofs per field

Field 6 (30' Long x 6'Wide) 2 dugout roofs per field

Field 7 (20' Long x 6'Wide) 2 dugout roofs per field

Field 8 (28' Long x 8'Wide) 2 dugout roofs per field

Field 9 (28' Long x 6'Wide) 2 dugout roofs per field

Field 10 (28' Long x 8'Wide) 2 dugout roofs per field

Field TEE Ball (16' Long x 5'Wide) 2 dugout roofs per field

- All steel frame with post saddles and two-piece roof frame.

-Finished with industrial Tnemec paint.

-Heavy duty 24-gauge dent resistant metal roof panels.

-All hardware included

Posts provided by other. Recommended 3" schedule 40 posts located approximately 8'OC.

TOTAL: \$128,500.00

(Discount: \$6,425.00)

Shipping: \$6,000.00

GRAND TOTAL: \$128,075.00

TOTAL QUOTE

Total:

\$391,770.00

TIPS: 210803 Estimate Includes Discounting

PAYMENT TERMS

- Orders less than \$5,000 will need to be paid in full prior the order being processed.
- 50% Due on acceptance, 50% upon delivery on orders over \$5,000.
- 3% Service charge for credit card payment
- Taxes (if applicable) are not included.
- An additional service charge of 3% will be charged on all past due invoices. Please initial for acknowledgement. _____

QUOTE DISCLAIMER

Bid is Material Only and does not include installation, any tools, equipment, or materials necessary for installation unless noted. The purchaser is responsible for site preparations, building permits, and compliance of local laws and codes which apply to the project. Shipping does not include unloading or equipment used to unload at location. Excludes engineering, unless otherwise stated.

Your signature on the quote and returned to us with applicable down payment constitutes a contract between us. The purchaser understands all proposal notes, and guarantee payment according to the terms set forth in this proposal. Prices are subject to change if not accepted and returned within 30 days of quote request date.

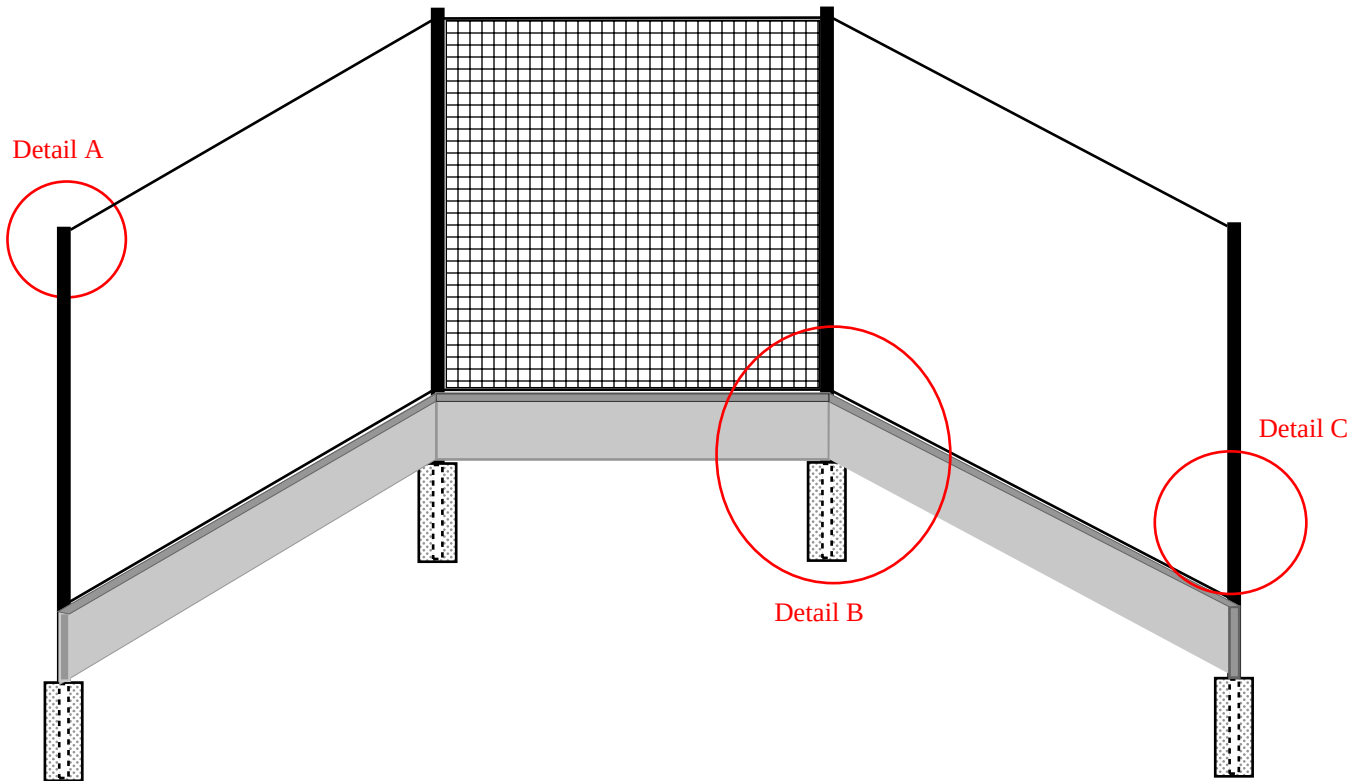
Accepted by:

Printed Name

Company

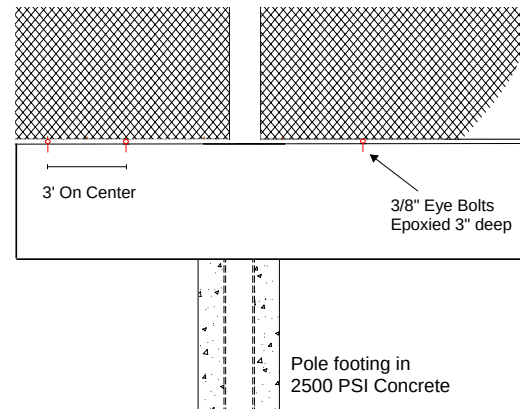
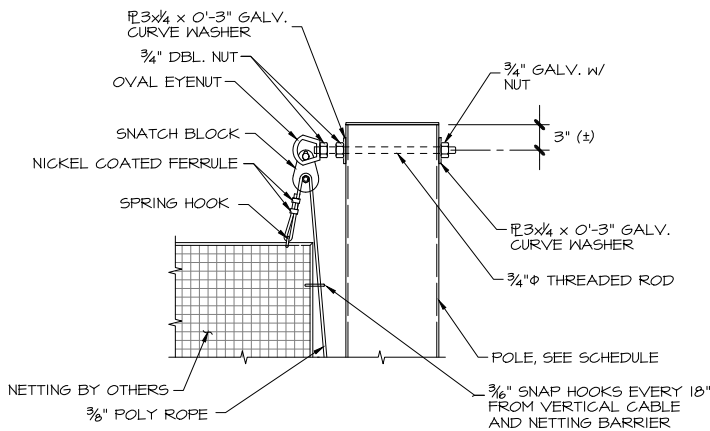
Date

Designed for safety. Built for fun.

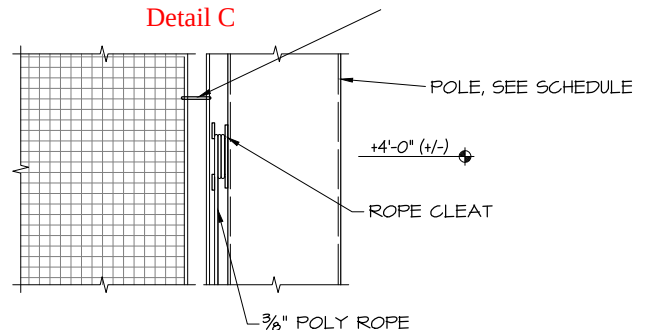


Detail A

Detail B



Detail C



Additional Notes:

- Features steel poles with STRYK finish
- Pole sizes and footings based on soil conditions and wind loads
- Wall below installed by others
- Drawings not to scale
- Rope cleat can be substituted with a manual winch

In-line Net Backstop System With Wall Below

The Interlocal Purchasing System

Purchasing Made Personal



Printed 16 August 2024

www.unlimitedsportssolutions.com

Unlimited Sports Solutions Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	14650 Woodstock Blvd	NAME Charlie Martin
CITY	Waverly	PHONE (866) 839-8477
STATE	NE	FAX (866) 839-8472
ZIP	68462	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

<p>Unlimited Sports Solutions formerly known as Empire Netting and Fence is a national supplier of high quality sports products. Backed by many years of sports construction experience, we build and sell products that focus on player safety and playing experience.</p>

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210803	Sporting Goods and Exercise Equipment	10/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210803

Mike Estlinbaum	Texas Branch	(979) 240-1185	mike@unlimitedsportssolutions.com
Ron Dubas	President	(531) 207-9331	ron@unlimitedsportssolutions.com