

**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 13, 2026
6:00 PM

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Recognition of the August Yard of the Month winners.
- B. Presentation of the Employee of the Month - August. (Employee Engagement Committee)

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 Items to be Withdrawn From Consent Agenda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 July 23, 2026, Regular City Council Meeting. (City Secretary)
- B. Consider approval of the minutes from the July 24, 2026, Special-Called City Council Meeting. (City Secretary)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing & Ordinance

- A. **O-26-18** Conduct a public hearing to consider approval of an ordinance to rezone 209 Sunset (Parcel R39608), a 0.4870 acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-2 (Single Family Detached). (Planning & Development)

9. Action Items for City Council Consideration

- A. Consider approval for the Police Department to purchase an armored vehicle from Sentinel ARV. (Police)
- B. Consider approval of agreement for Construction Management "Owner Representative" with Cumming Gallagher. (City Manager)
 - i. Task Oder 20260801 SL 390 Utility Relocation
 - ii. Task Order 20260802 WasteWater Treatment Plant Improvements
- C. Discussion and approval regarding Convention Center lighting. (Facilities)
- D. Consider the approval of the FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. (Tourism & Main Street)

10. 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 process of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.
- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

11. Action Item Following Executive Session

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

12. Adjournment

Posted: August 7, 2026
4:00 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.

The City Council of the City of Marshall reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by Texas Government Code Chapter 551. This includes, but is not limited to, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), and Section 551.087 (Economic Development Negotiations).



TO: City Council
DATE: August 13, 2026
ITEM #: 3.A
SUBJECT: Recognition of the August Yard of the Month winners.

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

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

Residential Winner:
Willie Knight (1702 Speed Street)

Commercial Winner:
Noble Wealth Advisors (219 E. Travis Street)

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Community Appearance

Budget Cost:

Staff Contact: Reggie Cooper, Neighborhood Code Enforcement Director

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 3.B
SUBJECT: Presentation of the Employee of the Month -
August. (Employee Engagement Committee)

Recommendation for Action:

Executive Summary:

Focus Area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the July 23, 2026, Regular City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the July 23, 2026, Regular City Council Meeting.

Executive Summary: Minutes from the July 23, 2026, Regular City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 7.23.26 City Council Regular Meeting 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
July 23, 2026
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 6:00 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton
Councilmember Dathaniel Campbell
Councilmember Risa Jordan-Anderson

ADMINISTRATIVE STAFF PRESENT:

Greg Smith, City Manager	Cliff Carruth, Police Chief
Scott Rectenwald, City Attorney	Nikki Smith, City Secretary
Lisa Pepi, Finance Director	David Rainwater, Fire Chief
Doug Box, Interim Public Works Director	
Randy Pritchard, Support Services Director	
Cheryl Carpenter, Community Engagement	
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director	

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Recognition of the July Yard of the Month winners.

Judith Journey, Chair of the Keep Marshall Beautiful Board, recognized the July 2026 Yard of the Month recipients; residential property Marcus & Natalie Evan, 408 E Emory St., and the commercial property Marshall Pregnancy Resource Center, located at 404 University Avenue.

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 Fenton made a motion to approve the Consent Agenda.

Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- A. Consider approval of the minutes from the July 9, 2026, Regular City Council Meeting.
(City Secretary)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Public Hearing & Ordinance

- A. **O-26-17** Conduct a public hearing and consider approval of an ordinance to rezone a 3.256 acre portion of 3011 W Grand (R26794) from A-E (Agriculture and Estate) to C-3 (General Business) (P&Z Item ZBA-25-03). (Planning & Development)
Mark Priestner, Halff, introduced the item stating it is a 3.25 acre portion of the tract that is under 7 acres. The Planning & Zoning Commission approved this rezone request at their July 14, 2025 meeting by a 5:0 vote, contingent upon the applicant providing a legal description of the portion of the property to be rezoned.

Mayor Ware opened the Public Hearing.

There were no citizen comments.

Mayor Ware closed the Public Hearing.

Councilmember Fenton made a motion to approve an ordinance to rezone a 3.256 acre portion of 3011 W Grand (R26794) from A-E (Agriculture and Estate) to C-3

(General Business). Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

9. Resolution

- A. **R-26-14** Consider approval of a resolution establishing maximum fees for police-authorized (non-consent) towing for specialized recovery services; adopting the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates for certain specialized recovery equipment; making findings required by Chapter 2308 of the Texas Occupations Code; and providing an effective date.

Greg Smith, City Manager, stated this item is a follow-up to the last meeting. Staff was requested by the Council to include additional fees for Specialized Recovery Equipment. It was noted that if equipment is used that is not included on the list, the officer in charge of the scene has to approve the charges. Greg Smith stated the FEMA list is also used internally by the City.

Councilmember Abraham made a motion to approve a resolution establishing maximum fees for police-authorized (non-consent) towing for specialized recovery services; adopting the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates for certain specialized recovery equipment; making findings required by Chapter 2308 of the Texas Occupations Code; and providing an effective date. Councilmember Morris seconded the motion, which passed by a vote of 7:0.

10. Action Items for City Council Consideration

Mayor Ware announced that items 10A & 10B would be moved to the end of the agenda and the action items would begin with item 10C.

- C. Consider approval to award a contract for the SL-390 Utility Relocation Project. (Public Works)

Douglas Box, Interim Director of Public Works, introduced Brian Pritchett, KSA Engineering, who stated that J2 Construction Services, LLC submitted the lowest responsive and responsible bid in the amount of \$6,538,339.00. The bid tabulation shows the company is capable of doing the job. Brian Pritchett stated the two previous projects this company worked on came in on time and under budget.

Council inquired about the number of bids, the wide range of the bids, and the review of the company that provided the lowest bid.

It was stated that six (6) bids were received, ranging from 6.5 to 13 million. The apparent low bidder's bid was reviewed by Brian Pritchett, and he feels the company is able to handle the project. The estimated price was anticipated to be 9.7 million, which is in the middle of the range of bids received.

Councilmember Fenton made a motion to approve awarding a contract for the SL-390 Utility Relocation Project to J2 Construction Services, LLC. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- D. Consider approval to authorize the advertisement for bids for the Wastewater Treatment Plant (WWTP) Water Line Project. (Public Works)
Douglas Box asked for approval to advertise for bids for the Wastewater Treatment Plant (WWTP) Water Line Project. As part of the I-369 Corridor Project, TxDOT acquired the right-of-way that includes the City's existing non-potable water well that serves the WWTP. As a result, the well will have to be plugged and abandoned by the end of 2027.

Council inquired about options for relocating or replacing the well and if the best option is to move into TxDOT's easement to reach out to TxDOT to see if they will include language that if the well must be moved again in the future, it is done so at TxDOT's expense.

It was stated that extending a water line from the I-20 service road near Exit 617 through TxDOT right-of-way to the WWTP is the most practical and cost-effective solution.

Councilmember Godfrey made a motion to table the item. The motion failed for lack of a second.

Staff will bring more information back regarding this item after researching the cost of the easements and TxDOT's response, but did ask for approval of authorization to proceed with the bidding process.

Councilmember Abraham made a motion to approve authorizing the advertisement for bids for the Wastewater Treatment Plant (WWTP) Water Line Project. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- E. Consider Approval and Acceptance of the CDBG Smith Park Improvements Project and Release of Contractor Retainage in the Amount of \$17,423.90. (Assistant City Manager)

Alex Agnor, Assistant City Manager, provided background information regarding the CDBG Smith Park Improvements Project, stating 11 bids were received, with Casey Slone Construction being the low bidder. Alex Agnor provided information regarding the scope of the project and that construction has been completed, including all punch list items and final inspections. The TAS inspection was conducted on July 1, 2026, and no violations were found. It is the recommendation of staff to accept the completed CDBG Smith Park Improvements and authorize the release of retainage to Casey Slone Construction.

Councilmembers thanked Alex Agnor and Stan Hayes for their work on this project.

Alex Agnor stated a ribbon cutting would be planned for the park and council would be invited to attend.

Councilmember Godfrey made a motion to approve and accept the CDBG Smith Park Improvements Project and Release of Contractor Retainage in the Amount of \$17,423.90. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

- F. Consideration and Approval of an Interlocal Agreement(s) for the Sale and Transfer of Surplus Police Department Patrol Units.

Greg Smith, City Manager, stated the police department identified several older units that have no value to the City and are surplus vehicles. Staff reached out to other local law enforcement agencies to see if they could use the vehicles. Utilizing Interlocal Agreements saves the city money, and staff is asking for the approval and authority of the City Manager to execute Interlocal Agreements with other agencies. The Elysian Fields Independent School District Police Department has selected the vehicle that best meets their department's needs. The City is also working with the Panola College Police Department, Wiley University Police Department, and other law enforcement agencies to determine which of the remaining vehicles best meets their respective operational needs.

Councilmember Godfrey made a motion to approve authorizing the City Manager to execute Interlocal Agreements for the Sale and Transfer of Surplus Police Department Patrol Units. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

Mayor Ware made a motion that the body convene into executive session under Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to Agenda Items 10A & 10B.

Councilmember Godfrey seconded the motion, which passed with a vote of 7:0. The time was 6:39 PM.

Mayor Ware made the following Public Announcement:

The City Council is now convening into executive session at 6:39 PM on July 23, 2026, pursuant to Texas Government Code Section 551.072 to deliberate real property matters regarding Agenda Items 10A & 10B.

The Council Reconvened from Executive Session at 7:24 PM.

- A. Consider approval for Council to authorize the City Manager to negotiate an easement acquisition for the potential Water Supply Infrastructure Grant (WSIG) Spring Street Transmission Line Replacement Project. (Public Works)

Councilmember Abraham made a motion to authorize the City Manager to negotiate an easement acquisition for the potential Water Supply Infrastructure Grant (WSIG) Spring Street Transmission Line Replacement Project.

Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

- B. Consider approval for Council to authorize the City Manager to negotiate a second easement acquisition for the potential Water Supply Infrastructure Grant (WSIG) Spring Street Transmission Line Replacement Project. (Public Works)

Councilmember Abraham made a motion to authorize the City Manager to negotiate a second easement acquisition for the potential Water Supply Infrastructure Grant (WSIG) Spring Street Transmission Line Replacement Project. Councilmember Fenton seconded the motion, which passed by the following vote:

Ayes: 6, Mayor Ware, Councilmembers Abraham, Fenton, Morris, Jordan-Anderson, and Campbell

Noes: 0

Abstain: 1, Councilmember Godfrey

11. Adjournment

Councilmember Campbell made a motion to adjourn. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: August 13, 2026
ITEM #: 6.B
SUBJECT: Consider approval of the minutes from the July 24, 2026, Special-Called City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the July 24, 2026, Special-Called City Council Meeting.

Executive Summary: Minutes from the July 24, 2026, Special-Called City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 7.24.26 Special-Called City Council Meeting Minutes

**Jean Birmingham Council
Chambers, City Hall**
401 South Alamo
Marshall, TX 75671
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
SPECIAL-CALLED CITY COUNCIL MEETING
July 24, 2026
4:00 PM**

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called meeting to order in the Council Chambers, City Hall at 4:01 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton
Councilmember Dathaniel Campbell
Councilmember Risa Jordan-Anderson

ADMINISTRATIVE STAFF PRESENT:

Greg Smith, City Manager	Cliff Carruth, Police Chief
Lisa Pepi, Finance Director	Nikki Smith, City Secretary
Doug Box, Interim Public Works Director	
Randy Pritchard, Support Services Director	
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director	

2. 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.

3. Action Items for City Council Consideration

- A. Discussion and consideration of a resolution authorizing the filing of a Water Supply and Infrastructure Grant (WSIG) application with the Texas Water Development Board (TWDB), and designating the City Manager as the authorized representative to execute and submit all required application documents, including the TWDB Form 0201 series. Greg Smith, City Manager, stated this item is on the agenda to approve the authorization to apply for funding from the Water Supply Infrastructure Grant. The item consists of three forms in the TWDB 0201 series. Greg Smith explained the forms are standard for the application process and who the signer would be for each form.

Councilmembers inquired about the purpose of the grant and the amount.

It was stated the grant is for multiple projects, including updating and improvements to the infrastructure, improving the supply of water and looping the dead end lines. The grant application is for 21 million dollars.

Councilmember Godfrey made a motion to approve authorizing the filing of a Water Supply and Infrastructure Grant (WSIG) application with the Texas Water Development Board (TWDB), and designating the City Manager as the authorized representative to execute and submit all required application documents, including the TWDB Form 0201 series. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

4. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: August 13, 2026
ITEM #: 8.A
SUBJECT: **O-26-18** Conduct a public hearing to consider approval of an ordinance to rezone 209 Sunset (Parcel R39608), a 0.4870 acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-2 (Single Family Detached). (Planning & Development)

Recommendation for Action: Following the public hearing, consider approval of an ordinance regarding a rezoning request for 209 Sunset (Parcel R39608), a 0.4870-acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-2 (Single Family Detached).(Planning & Development)

Executive Summary: On May 11, 2026, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding rezoning request for 209 Sunset (Parcel R39608), a 0.4870-acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-3 (Single Family Detached).

Staff recommend approval of the rezone request due to rezone being consistent with the City's Future Land Use Map (FLUM) which shows this tract as low density residential. Following the public hearing and discussion, a motion was made to approve the rezoning request. The motion was seconded and passed by a vote of 5:0 to recommend to the City Council that the rezone request be approved.

On May 28, 2026, City Council conducted a public hearing and considered the approval of an ordinance to rezone the subject property from R-1 to R-3 as recommended by the P&Z Commission. During the public hearing, members of the public expressed concerns about the rezoning and the plan to subdivide the property into three lots. The yard, lot, and area requirements differ between the R-1 and R-3 zoning designations, and additional information was requested by the City Council. The action item was tabled.

The property owner/applicant has since revised his plans and has proposed to subdivide the property into two lots, as shown on the attached survey.

The yard, lot and area requirements for R-1, R-2, and R-3 zoning designations are included in the table below:

	R-1	R-2	R-3
Front Yard	30 ft.	30 ft.	25 ft.
Front Yard Double Frontage	30 ft.	30 ft.	25 ft.
Rear Yard	20% depth of lot	20% depth of lot	20% depth of lot

Side Yard	5 ft.	5 ft.	5 ft.
Side Yard Corner Lot	10 ft.	10 ft.	10 ft.
Lot Width	90 ft.	75 ft.	60 ft.
Lot Area	12,000 SF	9,000 SF	7,200 SF
Lot Coverage	None required	None required	None required
Lot Depth Adjacent to Thoroughfare	140 ft.	135 ft.	130 ft.
Area of Structure	1,350 SF	1,100 SF	None required
Height	2 ½ stories	2 ½ stories	2 ½ stories
Parking & Loading	2 spaces/dwelling unit	2 spaces/dwelling unit	2 spaces/dwelling unit

The P&Z Commission recommended the rezone from R-1 to R-3, but City Council can approve a smaller area or less intense use. Based on the property owner's revisions, the R-2 zoning designation would be sufficient for the applicant's intended use should City Council approve the rezoning. The R-2 zoning designation, if approved, would provide for infill development consistent with the surrounding area. R-2 requires a 9,000 SF minimum lot which is consistent with the Future Land Use Map.

Mark Priestner, Halff and Associates, serves as the City's Planning Consultant and will assist in presenting the item to City Council for consideration.

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost: None.

Staff Contact: Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives

Attachments:

1. Z-26-09 - 209 Sunset - P&Z Agenda Packet
2. Response Letters - 209 Sunset
3. Updated Survey - 209 Sunset
4. ORD - O-26-18 - 209 Sunset (Z-26-09)

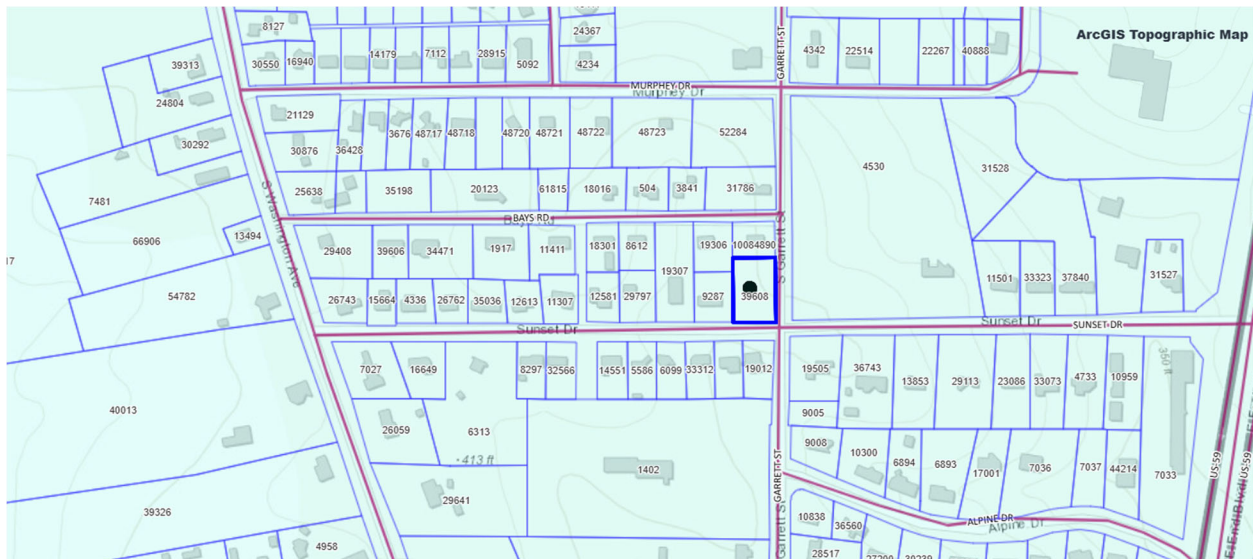


P&Z Agenda Information Sheet

May 11, 2026

- A. Z-26-09: Conduct a public hearing to consider an application to rezone 209 Sunset Parcel R39608, a 0.4870 acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-3 (Single Family Detached).

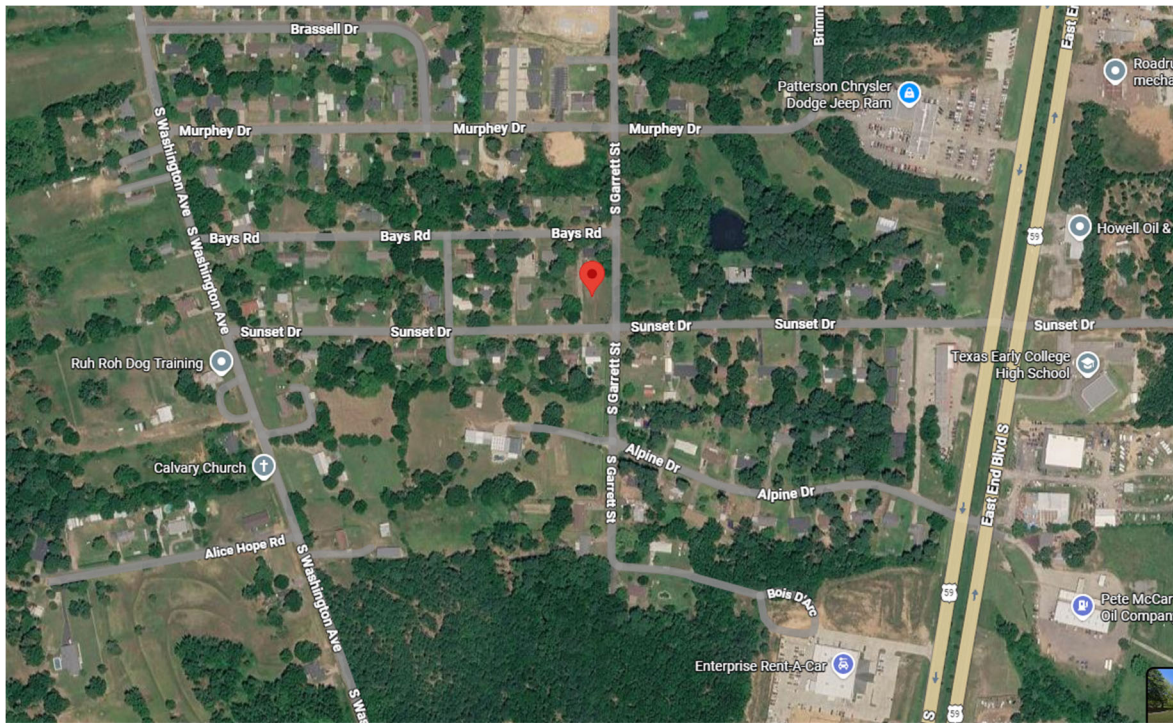
Applicant:	JASON SUTTON 7071 US HWY 80 W, MARSHALL TX 75670
Property Owner	FRONTLINE HOMES LLC 7071 US HWY 80 W, MARSHALL TX 75670
Surrounding Property Notices	13 Notices Sent within 200 ft. of the Site 2 Responses returned – 0 For & 2 Against
Location Map:	



Background & Summary of Request:

The applicant is requesting approval of a zoning change from R-1 to R-3 and then plans to replat the property into 3 lots and build 3 single family homes on the property.

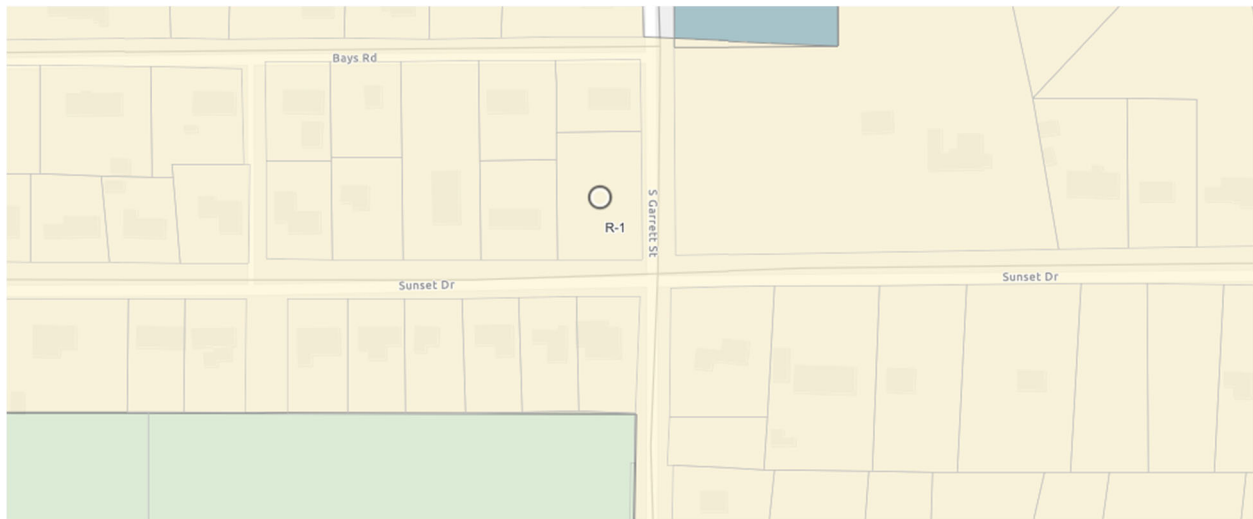
Picture of the Site:



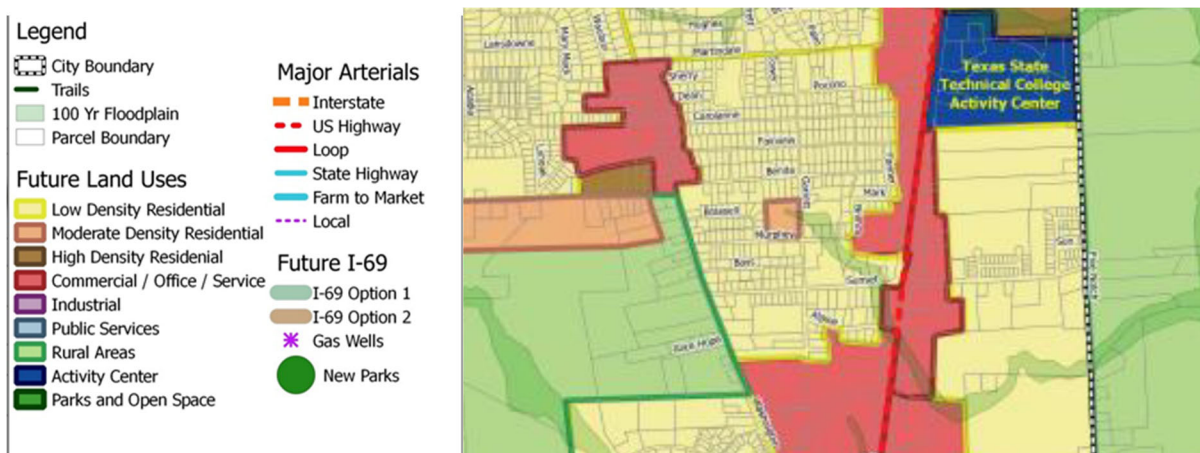
Existing Conditions:

Utilities are available to the site.

Existing Zoning:



Comprehensive Plan and Future Land Use Map Analysis: The Future Land Use map identifies this property as Low Density Residential.



Recommendation:

- A. Staff recommends approval of this request to rezone 209 Sunset Parcel R000039608, from R-1 (Single Family Detached) to R-3 (Single Family Detached).

CASE NUMBER/NAME: Z-26-09/ 209 Sunset

Planning and Zoning Commission
City of Marshall
P.O. Box 698
Marshall, TX 75671
(903) 935-4407

Dear Commissioners:

Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY, 5/11/26** at 6:00 p.m. and before the City Council on **THURSDAY, 5/28/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change _____ I am **AGAINST** this Zone Change ☒

See Attached

Donald + Marilyn Hocutt

Name (Please print)

Donald Hocutt / Marilyn Hocutt

Signature

302 Sunset Drive, Marshall, TX 75672

Mailing Address

(903) 407-7322 / (903) 407-8184

Phone #

4/30/2026

Date

April 30, 2026

Donald & Marilyn Hocutt
302 Sunset Drive
Marshall, Texas 75672

Planning & Development
PO Box 698
Marshall, Texas 75671

To whom it may concern:

Last week, we received notification of a proposed Zoning Change to the property located at 209 Sunset Drive in Marshall, Texas. The proposed Zoning Change looks to divide the current lot into three lots and build three single family homes. And we are AGAINST this Zoning Change.

We live at 302 Sunset Drive and live in a single-family home that was built in 1979. Surprisingly, although our home is a bit older, it is considered one of the newer construction projects on Sunset Drive to include Garrett Street, which is near our residence. Most of these homes date back to the 1930s for Garrett Street and 1950s for Sunset Drive.

Over the past 12 months, we have witnessed significant changes on Garrett Street with the introduction of an apartment complex with 17 duplex units (34 apartments total); preparation of land for another build on the corner of Garrett Street and Murphy Drive; and now, this rezoning request for 209 Sunset Drive which sits on the corner of Sunset Drive and Garrett Street.

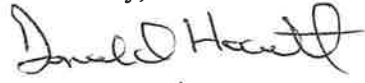
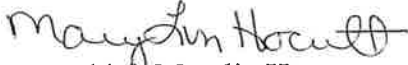
We do not consider ourselves engineers, but we have personally lived through the horrific events with having no water because of recent infrastructure failures due to old piping. And the Zoning Change from R1 (low-density single-family) to R3 (high-density multi-family) introduces an increase demand for water supply, sewage disposal and stormwater management on already old infrastructure in our area. If you include this with the already 17 duplex units on Garret Street and future build on the corner of Garrett Street and Murphy Drive, it is the perfect formula for a catastrophic event due to infrastructure failure waiting to happen. The only question is not "If it will happen?" Instead, "When it will happen."

Further, we have lived at 302 Sunset Drive since early 2004. What attracted us to the area, its peaceful atmosphere, especially at night when all the community is at home. Since the duplex apartments have been installed on Garrett Street, we have noticed more traffic, increased activity of residents and elevated noise levels. There is little doubt that the Zoning Change at 209 Sunset

Drive will add additional traffic, more residents and increased noise to an area that is overwhelmed with its existing residents already.

Thanks for your time and consideration. If you have any questions, we may be reached on (903) 407-7322 or (903) 407-8184.

Sincerely,



Donald & Marilyn Hocutt

CASE NUMBER/NAME: Z-26-09/ 209 Sunset

Planning and Zoning Commission
City of Marshall
P.O. Box 698
Marshall, TX 75671
(903) 935-4407

Dear Commissioners:

Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY, 5/11/26** at 6:00 p.m. and before the City Council on **THURSDAY, 5/28/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change _____ I am **AGAINST** this Zone Change _____

Letter Attached

THAD H. CARTER
Name (Please print)

Thad H. Carter
Signature

300 Sunset Drive
Mailing Address

903-471-9835
Phone #

4-30-26
Date

CASE NUMBER/NAME: Z-26-09/ 209 Sunset

Planning and Zoning Commission
City of Marshall
P.O. Box 698
Marshall, TX 75671
(903) 935-4407

Dear Commissioners:

Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY, 5/11/26** at 6:00 p.m. and before the City Council on **THURSDAY, 5/28/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change _____ I am **AGAINST** this Zone Change ☒

Letter Attached

Belinda (Bendy) Carter

Name (Please print)

Bendy Carter

Signature

300 Sunset Drive

Mailing Address

903-471-1962

Phone #

April 30, 2026

Date

April 30, 2026

Thad and Belinda (Bendy) Carter
300 Sunset Drive
Marshall, Texas 75672

Planning & Development
PO Box 698
Marshall, Texas 75671

To whom it may concern,

We are against the zoning change for 209 Sunset Drive.

We purchased our home 12 years ago in what we were told was a quiet residential neighborhood. We even asked in the zoning office about the lot across the street before we purchased our property as there was a falling down building on it. We were told 209 Sunset was zoned single family residence and were assured that the current and any future owners would know the zoning law.

Since we moved to our "quiet neighborhood", numerous apartments have been built a block away as well as homes becoming rental properties. Potentially 34 families can now move into a 2-3 block area and more apartments are currently being built. Traffic, loud music, party noise, fireworks, racing trucks & bikes, etc. is out of control. Many nights the "music" lasts past midnight.

Our home was built in 1940. This is an old residential neighborhood. Three families on what was meant to be a one family lot is going to cause even more issues.

We have zoning laws for a reason. If zoning laws can be changed at any time, what is the point of even having them? Please leave the zoning laws for our Sunset Drive neighborhood as they are.

Thank you for listening.

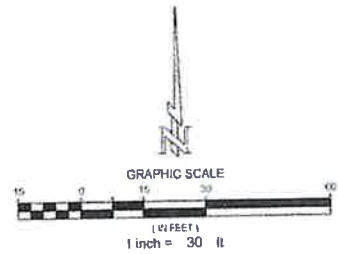
Sincerely,

A handwritten signature in blue ink that reads "Thad H. Carter". The signature is fluid and cursive, with the first name "Thad" being more prominent.A handwritten signature in blue ink that reads "Bendy Carter". The signature is fluid and cursive, with the first name "Bendy" being more prominent.

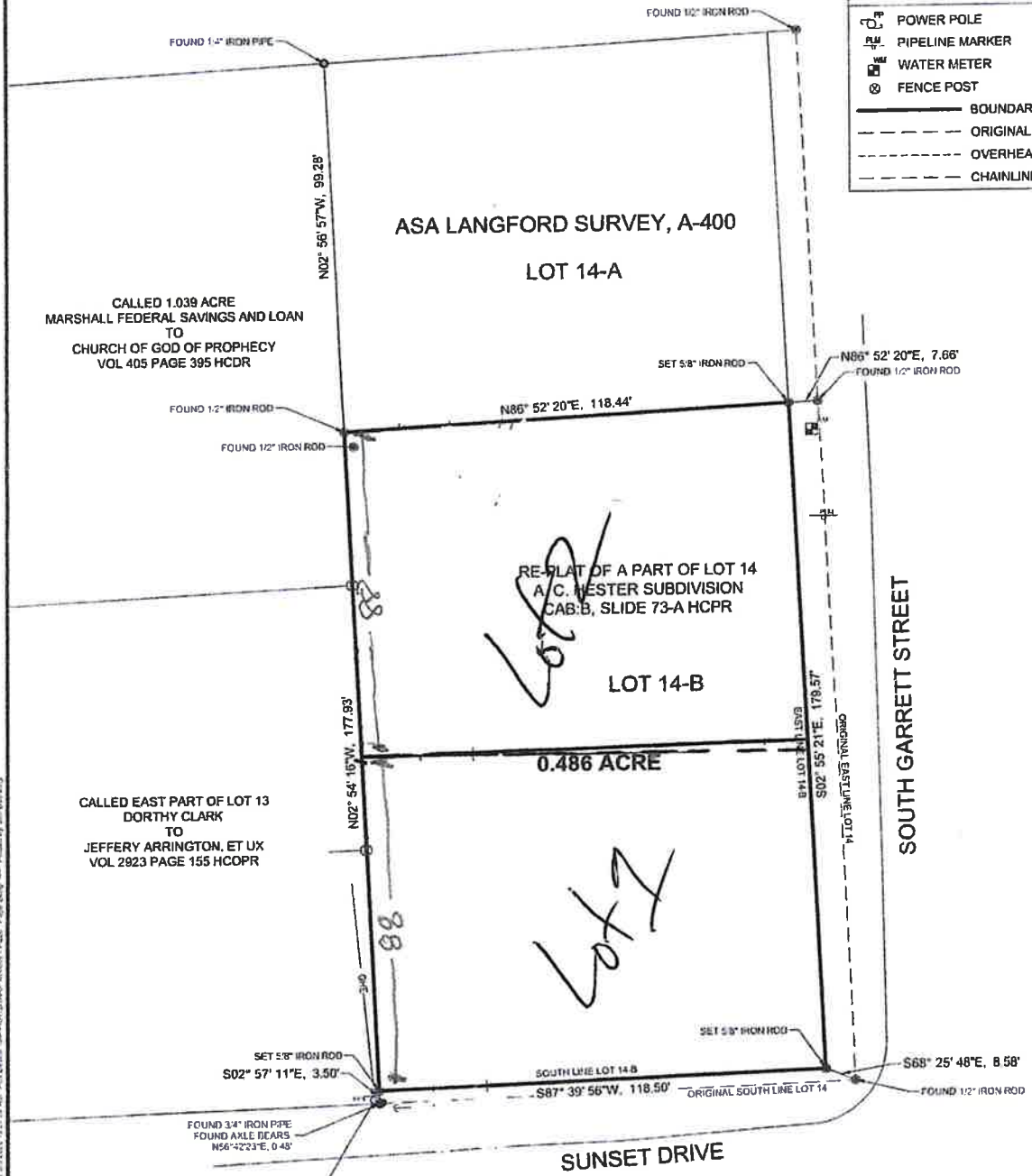
Thad & Bendy Carter

NOTES

1. BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), NORTH CENTRAL ZONE.
2. THIS PLAT IS THE PROPERTY OF JOHNSON & PACE INCORPORATED AND THE CERTIFIED RECIPIENT, AND ANY REPRODUCTION, MODIFICATION, OR USE OF THIS SURVEY DOCUMENT WITHOUT EXPRESS WRITTEN CONSENT FROM JOHNSON & PACE INCORPORATED IS STRICTLY PROHIBITED AND RELEASES JOHNSON & PACE INCORPORATED FROM ANY AND ALL LIABILITY.
3. THIS PROFESSIONAL SERVICE WAS PERFORMED WITHOUT BENEFIT OF HAVING BEEN FURNISHED A TITLE COMMITMENT. EASEMENTS AND/OR OTHER MATTERS AND/OR ISSUES RELATING TO TITLE COULD AND MAY EXIST.
4. ACCORDING TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212.004 AND 212.005, DIVIDING ANY TRACT OR LOT INTO TWO OR MORE PARTS WITHOUT BENEFIT OF A SUBDIVISION PLAT APPROVED BY AND ALSO FILED AND RECORDED WITH THE COUNTY CLERK, IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, SUBJECTING THE VIOLATOR TO FINES AND/OR THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



LEGEND	
	POWER POLE
	PIPELINE MARKER
	WATER METER
	FENCE POST
	BOUNDARY LINE
	ORIGINAL LOT LINES
	OVERHEAD ELECTRIC
	CHAINLINK FENCE



SURVEYORS CERTIFICATION

I HEREBY CERTIFY THIS PLAT TO FRONTLINE HOMES, LLC, AS A REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THAT IT REFLECTS THE FACTS AS FOUND AT THE TIME OF SAID SURVEY, AND THAT IT SUBSTANTIALLY CONFORMS TO THE CURRENT GENERAL RULES OF PROCEDURES AND PRACTICES, ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

BRUCE K. RUCKER
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6169

MARCH 6, 2026
DATE



PLAT OF SURVEY FOR
FRONTLINE HOMES, LLC
0.486 ACRE, LOT 14-B
REPLAT OF A PART OF LOT 14
A. C. HESTER SUBDIVISION
CAB. B, SLIDE 73-A, HCPR
IN THE ASA LANGFORD SURVEY, A-400
HARRISON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED

1201 NW LOOP 281, SUITE 100, CORPUS CHRISTI, TEXAS 78404
(361) 753-0603 FAX (361) 753-0603
WWW.JOHNSONPACE.COM
TBPES 13025400
TBPE F-4091

MAR 9, 2026 BOOK N/A, PG N/A DRAWN BY: JAB JOB #6420-001

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE 209 SUNSET (PARCEL R39608), A 0.4870 ACRE LOT SUBD: A C HESTER, LOT 14B FROM R-1 (SINGLE FAMILY DETACHED) TO R-2 (SINGLE FAMILY DETACHED).

WHEREAS, the City of Marshall enacted zoning regulations on December 13, 1951, amended said regulations on July 7, 1963, and on March 26, 1987 repealed and replaced all prior zoning ordinances with Ordinance No. O-87-13, amending the Code of Ordinances of the City of Marshall by adding Chapter 32, Zoning; and

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

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances establishes procedures whereby a property owner, an authorized agent, or the City may request amendments to the Zoning District Map; and

WHEREAS, the Planning and Zoning Commission of the City of Marshall, after due and proper notice in the manner and for the length of time required by law, held a public hearing on May 11, 2026 for the purpose of considering a proposed amendment to the Zoning District Map; and

WHEREAS, after the close of said public hearing, the Planning and Zoning Commission filed a written report with the City Council recommending approval of the proposed amendment; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council of the City of Marshall held a public hearing at City Hall on the 28th day of May 2026, at 6:00 p.m., at which time all property owners, interested parties, and interested citizens were afforded an opportunity to be heard; and

WHEREAS, the City Council moved to table the item to allow time to gather necessary information to consider the rezoning request; and

WHEREAS, pursuant to the consideration and after notice in the manner and for the length of time required, the City Council held a public hearing in Marshall, Texas at City Hall on the 13th day of August, 2026 at 6:00pm for the purpose of considering the requested Zoning Map change for a R-2 (Single-Family Detached) zoning designation, and at which time, 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS:

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

Section 2. THE ZONING DISTRICT MAP ESTABLISHED BY ORDINANCE NO. O-87-13 IS HEREBY AMENDED TO REZONE 209 SUNSET (PARCEL R39608,) A 0.4870 ACRE LOT SUBD: A C HESTER, LOT 14B FROM R-1 (SINGLE FAMILY DETACHED) TO R-2 (SINGLE FAMILY DETACHED).

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 AND APPROVED by the City Council of the City of Marshall, Texas, on this ____ day of _____, 2026.

AYES: _____

NOES: _____

ABSTAINED: _____

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: August 13, 2026
ITEM #: 9.A
SUBJECT: Consider approval for the Police Department to purchase an armored vehicle from Sentinel ARV. (Police)

Recommendation for Action: It is recommended that the City **approve** the purchase of one Sentinel Armored Rescue Vehicle (ARV) for the Marshall Police Department Special Response Team (SRT).

Executive Summary:

The Marshall Police Department requests approval to purchase one **International Armored Group (IAG) Sentinel Armored Rescue Vehicle (ARV)** to enhance the operational capabilities, protection of the public, officer safety, and rescue capacity of the Marshall Police Department. The proposed vehicle is specifically designed for law enforcement tactical operations and provides a protected platform for responding to active attacker incidents, hostage situations, barricaded subjects, high-risk warrant service, officer rescue missions, disaster response, and other critical incidents where ballistic protection is essential.

The proposed Sentinel ARV, including selected operational equipment and accessories, has a quoted purchase price of **\$391,850.00** with an estimated delivery time of **120 days** after issuance of a purchase order. By making the purchase at this time, we will save \$20,000 in the purchase price and will receive delivery in 90–120 days compared to a two-year wait period.

Law enforcement agencies nationwide have increasingly recognized the need for armored rescue vehicles to safely protect officers and citizens during high-risk incidents. While the Marshall Police Department's Special Response Team is highly trained and equipped to respond to critical incidents, it currently lacks an armored platform capable of safely transporting personnel into hostile environments or rescuing injured victims under fire.

The Sentinel ARV provides a purpose-built solution that dramatically improves tactical mobility, officer survivability, and rescue capabilities while supporting regional mutual aid throughout Harrison County and surrounding jurisdictions.

The proposed Sentinel ARV is constructed using **International Armored Group's patented SMART ARMOR design**, a combat-proven armored system utilized on hundreds of law enforcement vehicles operating both within the United States and internationally.

The vehicle is available in **NIJ Level III or NIJ Level IV ballistic protection**, with the proposed configuration providing **NIJ Level IV armor capable of stopping .50 caliber ballistic threats**, offering one of the highest levels of protection available for a law enforcement rescue vehicle.

Additional protective features include:

- Armored firewall
- Fuel tank protection
- Battery and engine control module protection
- Radiator protection
- DEF tank protection
- Armored oil pan guard
- Heavy-duty skid plate
- Heavy-duty upgraded suspension
- Heavy-duty brake system
- Reinforced hinges
- Lockable fuel tank
- Twelve ballistic gun ports
- Five-door design with four side doors and dual rear doors
- Heavy-duty running boards
- Roof ladder and anti-slip roof coating
- Rear climate control system
- Full vehicle insulation package

Unlike many armored rescue vehicles that sacrifice mobility for protection, the Sentinel ARV utilizes an **off-road racing-inspired adaptive heavy-duty suspension system** that provides outstanding off-road capability while maintaining excellent on-road handling. Its increased suspension travel and additional ground clearance allow the vehicle to operate in environments where traditional armored vehicles often become disabled or cannot pass, including:

- Flooded roadways
- Storm debris
- Rural terrain
- Unimproved roads
- Disaster response environments

This capability significantly expands the vehicle's usefulness beyond tactical incidents and makes it an effective asset during natural disasters and emergency rescue operations. The Sentinel ARV has been redesigned to improve both operator comfort and mission effectiveness. These improvements enable officers and emergency medical personnel to rapidly load injured civilians or officers while remaining protected behind armored shielding. The proposed Sentinel ARV accommodates **10–12 occupants** and includes customized seating designed around operational needs.

The Sentinel ARV was engineered with long-term maintenance costs in mind. Unlike many competing armored vehicles that utilize welded exterior components, the Sentinel features **bolt-on fenders and running boards**. This design allows damaged exterior components to be quickly replaced without cutting and welding, reducing repair costs, minimizing downtime, and returning the vehicle to service more quickly following incidents or training. Its capabilities

will strengthen interoperability with surrounding law enforcement agencies, fire departments, EMS providers, and emergency management organizations during large-scale incidents.

Focus Area(s): This item aligns with the following council adopted focus area(s): Invest in our workforce

Budget Cost: This purchase will be funded entirely through a Special Law Enforcement Fund and will not utilize taxpayer funds.

This agenda item requests approval of **\$391,850.00** for the purchase of one **International Armored Group (IAG) Sentinel Armored Rescue Vehicle**.

Staff Contact: Chief of Police Cliff Carruth

Attachments:

1. Sentinel ARV NIJ IV Quote for City of Marshall Police Department (Stock Unit 1105)



INTERNATIONAL ARMORED GROUP US, Inc.

5840 US1 HWY S, Saint Augustine, Florida, 32086

Tel: +1-904-794-4304, Fax: +1-904-794-9232, Email: info@interarmored.com, Web: www.interarmored.com

Price Quote

Department/ Agency: City of Marshall Police Department

Email: cpacheco@marshalltexas.net

	Price USD	Quantity	Total
Sentinel ARV	\$ 294,500.00	1	\$ 294,500.00
Base Vehicle Information			
Engine: 6.7L Turbo Diesel	Included	1	Included
Transmission: 10 Speed Select-Shift Auto	Included	1	Included
Drivetrain: 4x4	Included	1	Included
Seating Capacity: 10-12	Included	1	Included
5 Door Configuration: 4 Side Doors and Double Rear Doors	Included	1	Included
Included Options			
NIJ IV Armoring (.50 Cal Protection)	Included	1	Included
Radiator Protection	Included	1	Included
Armored Firewall	Included	1	Included
Battery and ECM Protection	Included	1	Included
DEF Tank Protection	Included	1	Included
Fuel Tank Protection	Included	1	Included
Armored Oil Pan Guard	Included	1	Included
Front Skid Plate	Included	1	Included
Wire Mesh Installed In Tailpipe	Included	1	Included
Full Vehicle Insulation Package	Included	1	Included
Upgraded Heavy Duty Suspension	Included	1	Included
Upgraded Heavy Duty Brake System	Included	1	Included
Upgraded HD Hinges	Included	1	Included
Lockable Fuel Tank Cover	Included	1	Included
Side Door Locking System (Side Doors Can Be Locked into Place at The Open Position)	Included	1	Included
Rear Door Locking System (Rear Doors Can Be Locked into Place at 90° and 180°)	Included	1	Included
Built in Ladder on Rear Doors for Roof Access	Included	1	Included
Heavy Duty Running Boards	Included	1	Included
Customized Seating Arrangement	Included	1	Included
Customized Exterior Bedrock Paint Color (Complete Vehicle)	Included	1	Included
Customized Interior Color	Included	1	Included



INTERNATIONAL ARMORED GROUP US, Inc.

5840 US1 HWY S, Saint Augustine, Florida, 32086

Tel: +1-904-794-4304, Fax: +1-904-794-9232, Email: info@interarmored.com, Web: www.interarmored.com

Anti-Slip Coating on Roof	Included	1	Included
7" Vertical Gun Ports (12 Total)	Included	1	Included
Rear Compartment High-Capacity A/C and Heat	Included	1	Included
Custom Center Console	Included	1	Included
Additional Options			
Tactical HD 20" Tires Mounted On HD Steel Rims With Beadlocks And FINABEL Run-Flat Inserts System	\$15,000.00	1	\$15,000.00
Rotating Turret with Ballistic Glass (Counter-Balanced) with Folding Gunner Step	\$10,500.00	1	\$10,500.00
Ballistic Drop Down Blankets (1 per side and 1 for the ear) (Protects from skipped rounds under the vehicle)(NIJ III-A)	\$8,500.00	1	\$8,500.00
Electric Winch with Remote Control 16,500lbs Capacity	\$5,500.00	1	\$5,500.00
Hydraulic Breaching Ram with Breaching Stop Plate	\$12,500.00	1	\$12,500.00
12 Volt Wall Plug Mounted in Bench (With USB) and AC/DC 3000 Watt Inverter	\$3,000.00	1	\$3,000.00
2-way PA (Public Address) System	\$3,500.00	1	\$3,500.00
Pre-Wiring for Customer Supplied Radio	\$1,500.00	1	\$1,500.00
Law Enforcement Light and Siren Package (12 Light Package, Includes Whelen Control Panel and 100 Watt PA)	\$12,500.00	1	\$12,500.00
Remote Controlled Search and Spot Light (GoLight) (each)	\$950.00	4	\$3,800.00
Protective Metal Grills for Police Lights Package	\$3,500.00	1	\$3,500.00
White Scene Lighting Package (40" LED Light Bar) ((1) Scene Light Mounted to Front Bumper, (1) Scene Light Mounted on Each Side of the Roof on the Side of the Vehicle Facing Down, (1) Scene Light Mounted on Rear Roof Facing Down)	\$2,450.00	1	\$2,450.00
360° Camera System with 4 Channel DVR with 1 TB of Storage	\$6,500.00	1	\$6,500.00
10" Monitor ((x1) mounted above dashboard to display 360 camera system and auxiliary HDMI feed, (x1) mounted on dashboard to display backup camera	\$750.00	2	\$1,500.00
16" Monitor ((x2) mounted in rear above jump seats. Both screens can switch between the 360 camera and auxiliary HDMI feed.)	\$950.00	2	\$1,900.00
Total Cost of Vehicle (with options)			\$386,650.00

* All prices are FOB St. Augustine, FL, please note sales tax has not been included.

**Please note this quote is open-market, non-GSA.

Delivery Terms: FOB Origin, lead time is 120 days from PO.



INTERNATIONAL ARMORED GROUP US, Inc.

5840 US1 HWY S, Saint Augustine, Florida, 32086

Tel: +1-904-794-4304, Fax: +1-904-794-9232, Email: info@interarmored.com, Web: www.interarmored.com

Validity: Prices are valid for 60 days or until sold.

Prepared By: Alex Wilson

Date: 7/8/26



TO: City Council
DATE: August 13, 2026
ITEM #: 9.B
SUBJECT: Consider approval of agreement for Construction Management "Owner Representative" with Cumming Gallagher. (City Manager)

Recommendation for Action: Approve Agreement with Cumming Gallagher to be an Owners Representative (Construction Manager) for the City of Marshall

Executive Summary: The City has approximately \$90+ million in infrastructure work for water/wastewater in the near future. Summary is below

\$34.34M 2026 CO Debt Service

\$21M WSIG Texas Water Development Grant (Not awarded yet)

\$15.2M TXDOT Required line relocation projects

\$11.4M TWDB Lift Station Rehab

\$7.5M TWDB Lead Line replacement

\$2.5M FEMA Generator Project

\$2.4M CIP Projects

Currently, the city does not have the staff to handle the management of these many projects effectively. An owners representative or Construction Management Firm will provide the needed professional oversight for the capital projects. The owners' representative acts as a fiduciary for the City of Marshall, as well as putting our interests first at all times. The services provided will include oversight of professional services (engineers) as well as contractors.

They will provide professional oversight in the design, contract selection and review, construction management, financial verification, change order validation, and close out documentation, any startup required, and warranty period.

In addition to the direct services, Cumming Gallagher provides the city access to Procore, a Capital Projects Software, to help manage all aspects and the documentation of each project from cradle to grave. The software, if purchased by the city, would cost over \$50,000 a year. Lisa has done a demo on the software from the finance standpoint of the projects.

The attachments are under final legal review.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Infrastructure and Improving Communication.

Budget Cost: Budget cost will be paid out to the capital projects by the specific project.

Staff Contact: Greg Smith, City Manager

Attachments:

1. Cumming Gallagher_City of Marshall August 2026 SOQ
2. Construction Manager-Agent Agreement (City of Marshall) 8.5.2026

3. City of Marshall - Proposal Letter (Exhibit D)
4. City_of_Marshall_Task_Order_CG 20260801 SL 390 Line Relocate
5. City_of_Marshall_Task_Order_CG 20260802 WWTP
6. CG Gallagher City of Marshall

CUMMING GROUP
GALLAGHER

CITY OF MARSHALL

BUILDING VALUE THROUGH EXPERTISE

cg-gallagher.com





ABOUT US

Cumming Gallagher is a Texas-based project and construction management firm delivering trusted advisory and management services across the state. Our work is grounded in deep regional knowledge and hands-on project management experience, supporting owners at every stage of delivery.

Our professionals have decades of experience supporting public and private sector clients throughout Texas, delivering successful projects across a diversified range of sectors, including municipalities, K–12 education, higher education, healthcare, corporate, hospitality, and data centers. This long-standing presence reflects a commitment to local relationships, responsive service, and results-driven project delivery.

Cumming Gallagher brings decades of Texas-first construction and advisory experience, grounded in local knowledge, hands-on leadership, and a strong understanding of regional market conditions. That foundation is strengthened by expansive expertise in program management, advisory services, cost management, and scheduling, supported by the firm’s national resources and global reach.

With offices in Richardson, Fort Worth, Waco, and Houston, and a team of approximately 280 Texas-based professionals, Cumming Gallagher is well positioned to support complex projects statewide. Our integrated approach allows us to deliver scalable solutions while maintaining the responsiveness and accountability of a local partner.

Together, our team remains focused on a single objective: delivering client-focused solutions that drive successful project outcomes, from early planning through completion.

280+ TEXAS TEAM MEMBERS

\$4B+ IN ACTIVE PROJECTS ACROSS TEXAS

30 YEARS IN BUSINESS

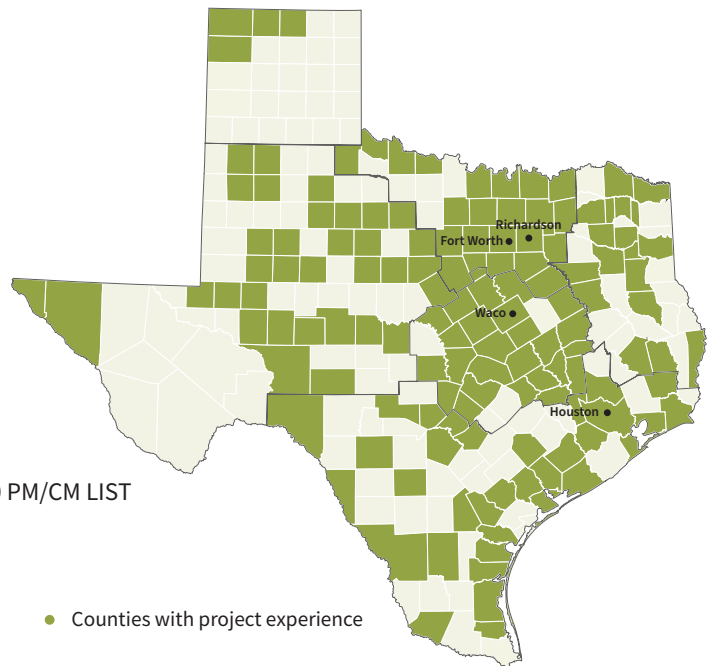
100% PURE-PLAY OWNER ADVOCACY FIRM

\$1T+ TRILLION IN COMPLETED PROJECTS WORLDWIDE

#12 RANKING ON ENGINEERING NEWS-RECORD (ENR) TOP 100 PM/CM LIST

3,000+ TEAM MEMBERS WORLDWIDE

70+ OFFICES WORLDWIDE





Team Organization

CITY OF MARSHALL

LEADERSHIP



BRIAN NICHOLSON
Senior VP of Project Management



LANCE AARON
Vice President



OSCAR SAENZ, PE
Vice President



JON VIDAURRI
CEO - Vidaurri Management Group
(a Cumming Group Company)



GEORGE THORNTON, MBA
Vice President

Additional Team Members



JASON THORPE
Regional VP of Construction
East Texas Region



MIKE RAST
Project Manager



Brian Nicholson

Senior Vice President, Project Management

Brian is a seasoned professional, providing full project management services to public, private, and institutional clients. With 20+ years of experience in project management, he is passionate about construction and project execution – from the start of the design process all the way through furniture installation and client occupancy. Brian's clients leverage his experience and relationships to minimize risk and ensure project success. In his career, Brian has been personally involved in development projects totaling over \$1.5B and encompassing more than 5.5M square feet.

EDUCATION

- Master of Business Administration, Baylor University, Waco TX
- Bachelor of Science, Architectural Engineering, University of Texas at Austin

YEARS OF EXPERIENCE

- 27 Years

REPRESENTATIVE EXPERIENCE

Magnolia – Hotel 1928, Waco, TX

Historic restoration and adaptive reuse of the former Grand Karem Shrine Building into a boutique hotel featuring 33 guest rooms, event space, rooftop terrace, and dining venues. Coordinated with the Texas Historical Commission and National Park Service to preserve landmark architectural features.

Magnolia HQ, Waco, TX

Renovation of the historic Waco Tribune-Herald building into Magnolia's corporate headquarters, consolidating more than 200 employees into a modern workplace featuring collaborative workspaces, a test kitchen, library, and coffee bar.

First Baptist Dallas – Horner Family Center Expansion, Dallas, TX

88,000 sq. ft. vertical expansion adding classrooms, auditoriums, special-needs spaces, and support functions on an occupied urban campus.

McLane Stadium, Baylor University, Waco, TX

\$266M, 800,000 sq. ft. collegiate football stadium and mixed-use campus destination developed on a 93-acre site along the Brazos River, establishing a new front door to the university and creating a year-round community asset.

Paul L. Foster Campus for Business and Innovation, Baylor University, Waco, TX

285,000 sq. ft. LEED Gold academic facility featuring classrooms, faculty offices, conference spaces, and collaborative learning environments centered around a signature atrium.

Waco Family Medicine Central Clinic, Waco, TX

Multi-story healthcare facility featuring primary care clinics, pharmacy, dental offices, radiology, counseling services, residency training, wellness programs, and community gathering spaces.

Texas State Technical College (TSTC) Waco Annex, Waco, TX

27,000 sq. ft. workforce development facility supporting welding, HVAC, robotics, electrical construction, industrial systems training, and custom workforce education programs.

Baylor Sciences Building, Baylor University, Waco, TX

508,000 sq. ft. interdisciplinary science facility housing more than 200 teaching and research laboratories, 31 classrooms and lecture halls, research centers, and collaborative academic spaces.

Baylor University, Waco, TX

- McLane Stadium (\$266M)
- Paul L. Foster Campus for Business and Innovation (\$99M)
- Baylor Sciences Building (\$106M)
- East Village Residence Hall & Dining Facility (\$75M)



Lance Aaron

Vice President

Lance Aaron is an accomplished Vice President of the North Division at Cumming Gallagher. He has become a trusted leader and expert in his field. Lance is responsible for overseeing the Regional Vice Presidents of Construction in the north division, ensuring seamless operations and delivering exceptional results. Reporting directly to the President of Cumming Gallagher, Lance plays a pivotal role in strategic decision-making and spearheading the company's growth initiatives. Additionally, he provides valuable guidance and supervision to the estimating division, ensuring accurate and competitive project bids. Lance's dedication, expertise, and strong leadership skills have contributed to the continued success and reputation of Cumming Gallagher.

EDUCATION

- Bachelor of Science, Construction Science, Texas A&M University, College Station, TX

CERTIFICATIONS

- OSHA 30- Hour Construction Safety

YEARS OF EXPERIENCE

- 33 Years

REPRESENTATIVE EXPERIENCE

- **Ponder High School, Ponder, TX**
209,750 sq. ft. high school featuring academic spaces, fine arts, CTE programs, athletics facilities, and a storm shelter.
- **City of Coppell Arts Center, Coppell, TX**
32,400- sq. ft. performing arts venue featuring a 440-seat acoustic hall, flexible theater, event space, art studio, and gallery. (\$20M)
- **City of Coppell Life Safety Park, Coppell, TX**
15,500 sq. ft. public education and emergency preparedness facility housing classrooms, museum space, community rooms, and the City's Emergency Operations Center. (\$5.4M)
- **City of Farmers Branch Fire Station No. 2, Farmers Branch, TX**
10,428 sq. ft. fire station including apparatus bays, dormitories, offices, training space, community classroom, fitness area, and storm shelter. (\$5.6M)
- **Forney ISD Opportunity Central, Forney, TX**
350,000 sq. ft. mixed-use career and college center featuring educational, workforce development, retail, entrepreneurial, fine arts, and community event spaces. (\$150M)
- **Van Alstyne High School, Van Alstyne, TX**
273,000 sq. ft. high school serving grades 9–12 with academic, fine arts, science, dining, and CTE spaces. (\$120M)
- **Waxahachie High School, Waxahachie, TX**
478,000 sq. ft. high school and CTE campus featuring academic, fine arts, athletic, and workforce training facilities as part of a \$125M bond program.

Additional Project Experience

- North Texas Emergency Communications Center, Carrollton, TX (\$9M)
- City of Coppell Justice Center, Coppell, TX
- City of Coppell Fire Station No. 5, Coppell, TX (\$11.1M)
- City of Coppell Service Center, Coppell, TX
- Caddo Mills High School, Caddo Mills, TX (\$90M)
- Forney ISD Dewberry Elementary School, Forney, TX (\$45M)
- Forney ISD Jackson Rhodes Intermediate/Middle School, Forney, TX (\$110M)
- Gunter ISD Elementary School and Middle School/High School Additions, Gunter, TX (\$65M)
- Mesquite ISD Middle School, Mesquite, TX (\$60M)



Oscar Saenz, PE

Vice President

Oscar Saenz is an accomplished Vice President of the South Division at Cumming Gallagher. With impressive experience in the industry, he has become a trusted leader and expert in his field. Oscar is responsible for overseeing the Regional Vice Presidents of Construction in the south division, ensuring seamless operations and delivering exceptional results. Reporting directly to the President of Cumming Gallagher, Oscar plays a pivotal role in strategic decision-making and spearheading the company's growth initiatives. Oscar's dedication, expertise, and strong leadership skills have contributed to the continued success and reputation of Cumming Gallagher.

EDUCATION

- Bachelor of Science, Electrical and Electronics Engineering, The University of Texas-Pan American

CERTIFICATIONS

- Professional Engineer (PE), Texas PE No. 116011

TRAINING

- OSHA 30-Hour Construction Safety Training Certificate
- First Aid/CPR

AFFILIATIONS

- Texas State Guard, E05 Sergeant
- Boards, Committees, Volunteer Activities

YEARS OF EXPERIENCE

- 27 Years

REPRESENTATIVE EXPERIENCE

- Medical University of South Carolina, Charleston, SC (\$750M)
- Fort Bend ISD Bond Program, Sugar Land, TX (\$560M)
- San Antonio ISD Bond Program, San Antonio, TX (\$485M)
- Froedtert & Medical College of Wisconsin Assessment Services, Milwaukee, WI (\$700M)
- Houston ISD Bond Program, Houston, TX (\$132M)
- Ector County ISD Middle School, Odessa, TX (\$120M)
- McAllen ISD Bond Program, McAllen, TX (\$98.5M)
- Ector County ISD CTE Facility, Odessa, TX (\$90M)
- La Porte ISD Bulldog Stadium, La Porte, TX (\$82M)
- Anderson-Shiro CISD New Elementary School, Anderson, TX (\$53.8M)
- Thrall ISD Elementary School, Thrall, TX (\$50.8M)
- McCamey ISD High School, McCamey, TX (\$49.5M)
- Royal ISD New Elementary School, Pattison, TX (\$45.5M)
- Johnson City ISD Middle School, Johnson City, TX (\$45M)
- Woodville ISD New Elementary School, Woodville, TX (\$40.2M)
- Brigade Combat Teams – DM Clinic (\$42M)
- White Sands Dental & Medical Clinic (\$42M)
- Fort Bliss Dental Clinic (\$32M)
- Troop Medical Clinic (\$84M)
- Boerne ISD Bond Program, Boerne, TX (\$162M)
- Ector County ISD Roofing Projects, Odessa, TX (\$24.6M)
- Reagan County ISD CTE Building, ISS Building & Parking Lots, Big Lake, TX (\$20M)
- Anderson-Shiro CISD Access Road, Anderson, TX (\$2.5M)
- Kohler Manufacturing Plant Assessments



Jon Vidaurri

CEO - Vidaurri Management Group (a Cumming Group Company)

Jon is a Managing Partner of Vidaurri Management Group which he founded in 2016 after working as an Owner's Representative at the world's second largest Commercial Real Estate and Project Management Firm. Jon has been responsible for managing the design and construction in excess of \$2 billion across various sectors, including Healthcare and Class A Corporate Interior finish projects. He is responsible for ensuring his client's interests are represented throughout the delivery process. This includes budget and schedule development, due diligence, design team selection and management, review of design and construction documents, construction bidding and negotiation, construction management, and monitoring of all project costs.

EDUCATION

- Bachelors, Landscape Architecture, Texas Tech University

AWARDS/ACHIEVEMENTS

- Fort Worth Inc. Magazine, 2022, Entrepreneur of the Year Award - Finalist
- Top Achiever Award 2005-2010, Top Gun 2011, Top Achiever Award 2012-2015 – Staubach/JLL
- ENR (Engineering News Report) 2015 National Award-Winning Project – Bell Helicopter JRX Final Assembly Project – Medium
- Office/Manufacturing/Industrial Category. This project competed against other projects entered from every major market in the United States.
- ABC (Associated Builders and Constructors) 2017 National Excellence in Construction – Award of Excellence – USPI Texas Surgical
- Center and Medical Office Building. This project competed against other projects entered from every major market in the United States.
- (Total Quality Management) TQM Leadership Training – Lockheed Martin
- Process Improvement – Critical Action Team (CAT) Training – Lockheed Martin
- Association of General Contractors (AGC) Advanced Senior Project Management/Leadership Course – Steele & Freeman General Contractors
- Registered Landscape Architect - State of Texas, 1985-1990

REPRESENTATIVE EXPERIENCE

United Regional Health Care System, New Hospital Bed Tower, OR Facility, & Sky Bridge *Wichita Falls, TX*

173,000-sq.-ft. new Hospital bed tower, OR facility, and sky bridge, including 128 new beds.

Midland Memorial Hospital, Courtyard Infill and New MOB Project *Midland, TX*

Conversion of 4-story "garden courtyards" into additional clinical space, extensive renovations, relocations, and upgrades to pharmacy, radiology, patient rooms, cardiac care, imaging, MEP/Med Gas upgrades, nurse call systems, technology upgrades, asbestos abatement, new FF&E packages including medical equipment and a new ground up MOB.

USPI/Baylor Scott + White, Dallas Surgicare *Dallas, TX*

New freestanding, 22,906-sq.-ft. ambulatory surgery center, supporting site work with remote parking lot. The facility includes 8 ORs and 2 Procedure Rooms.

Baylor Scott + White, Texas Spine & Joint Hospital *Tyler, TX*

17,797-sq.-ft., two-phase renovation and addition.

Kurkjian Plastic Surgery, Plastic Surgery + Aesthetic Center *Fort Worth, TX*

Conversion of a full-floor office space (8,600 sq. ft.) into a medical office building that included a 4,200-sq.-ft. Aesthetic Medicine Center and a 4,400-sq.-ft. Quad A licensed Plastic Surgery Practice.

USPI, New Ambulatory Center & MOB *Fort Worth, TX*

New 83,000-sq.-ft. ambulatory surgery center and 8,000-sq.-ft. MOB.



George Carter Thornton, MBA

Vice President

George has served as an owner's representative his entire career, specializing in leading teams on large-scale capital construction projects for clients. George's depth of experience allows him to guide clients in early feasibility and development phases and expertly guides the client in design through construction and turnover. He adeptly leads his team through careful project execution planning and a detailed, collaborative, and hands-on approach to achieve goals set forth. With experience in both Public and Private sectors, he has led a vast range of projects including Sports/Entertainment, Religious/Non-Profit, Hospitality, Healthcare, Education, Multi-family, Manufacturing and more.

EDUCATION

- Master of Business Administration, Baylor University, Waco TX
- Bachelor of Science, Family and Consumer Sciences, Minor: Business Administration, Baylor University, Waco TX

REPRESENTATIVE EXPERIENCE

- **Historic Sanctuary Rehabilitation due to Fire Loss, Dallas, TX**
 Reconstruction of a historic sanctuary and development of a new multipurpose venue following a major fire loss. Scope included sanctuary restoration, event spaces, campus integration improvements, and oversight of insurance negotiations, electrical systems, elevators, and mechanical replacements. *Project Executive.*
- **Miyako Hybrid Hotel, Plano, TX**
 217-key, four-star hospitality development. *Project Executive.*
- **Hotel 1928, Waco, TX**
 Historic restoration and adaptive reuse of the former Grand Karem Shrine Building into a boutique hotel featuring guestrooms, event space, dining venues, and a rooftop terrace. Coordinated with state and federal historic preservation agencies.
- **Magnolia HQ, Waco, TX**
 Renovation of the historic Waco Tribune-Herald building into Magnolia's corporate headquarters, consolidating more than 200 employees into a modern workplace environment.
- **Waco Family Medicine Central Clinic, Waco, TX**
 Multi-story healthcare facility providing primary care, pharmacy, dental services, residency training, counseling, wellness programs, and community gathering spaces.
- **McLane Stadium, Baylor University, Waco, TX**
 \$266M collegiate stadium and mixed-use campus destination developed on a 93-acre site along the Brazos River, serving as a landmark gateway to Baylor University.
- **Texas State Technical College (TSTC) Waco Annex, Waco, TX**
 27,000-SF workforce development facility supporting welding, HVAC, robotics, electrical construction, industrial systems, and technical training programs.
- **McLane Classic Foods, Burleson, TX**
 95,000-SF food manufacturing facility featuring corporate offices, research and development, production, packaging, storage, and distribution operations on a 38-acre campus.

Additional Experience

- Hospitality, Healthcare, Education, Manufacturing, Sports & Entertainment Developments Nationwide
- Baylor University Capital Projects and Campus Expansion Programs, Waco, TX
- Corporate Headquarters and Adaptive Reuse Projects
- Large-Scale Public and Private Sector Capital Programs



Jason Thorpe

Regional Vice President of Construction

Jason Thorpe is a results-driven Regional Vice President of Construction at Cumming Gallagher, responsible for ensuring the successful delivery of projects within budget and on time. Reporting to the Executive Vice President of Construction and President, Jason oversees and manages construction activities across an assigned region. His comprehensive role includes project planning, cost management, quality management, contract administration, and safety management. Collaborating closely with various departments, including business development, estimating, scheduling, and accounts payable, Jason guarantees that projects meet stakeholders' satisfaction. Moreover, he actively engages with senior management to contribute to future business and strategic planning while enhancing existing systems and work processes.

EDUCATION

- Associate of Applied Science, Trinity Valley College

TRAINING

- OSHA 30-Hour Construction Safety Training Certificate
- CEF Supervisory Training

YEARS OF EXPERIENCE

- 32 Years

REPRESENTATIVE EXPERIENCE

- City of University Park Fire Station, Police Station, and City Hall Additions & Renovations, University Park, TX
- City of Talty Municipal Facility, Forney, TX
- Forney ISD Ranch Road, Innovation Blvd & Ed Wilson Public Infrastructure, Forney, TX
- Forney ISD Keith Bell Opportunity Central (College and Career Center), Forney, TX
- Forney ISD Rhodes Intermediate and Jackson Middle School, Forney, TX
- Forney ISD North Forney High School Expansion, Forney, TX
- Kemp ISD New Junior High School and High School Additions & Renovations, Kemp, TX
- Forney ISD Themer Middle School, Forney, TX
- Forney ISD Warren Middle School Replacement, Forney, TX
- Caddo Mills ISD High School, Caddo Mills, TX
- Forney ISD High School Expansion, Forney, TX
- Athens ISD High School CTE Building and Districtwide Improvements, Athens, TX
- Crandall ISD Middle School, Crandall, TX
- Forney ISD Jacobs Elementary School, Forney, TX
- Caddo Mills ISD New Kirkpatrick Elementary School, Caddo Mills, TX
- Sunnyvale ISD Multipurpose Facility and Campus Improvements, Sunnyvale, TX
- Forney ISD Ed Wilson Elementary School, Forney, TX
- Crandall Elementary School #6, Crandall, TX
- Forney ISD Dewberry Elementary School, Forney, TX
- Forney ISD New Forney Learning Academy, Forney, TX
- Johnson Elementary School, Forney, TX
- Forney ISD Willett Elementary School, Forney, TX
- Forney ISD North Forney Field House Addition & Renovation, Forney, TX
- Terrell ISD MAC, ExCEL & Wood Renovations, Terrell, TX
- Forney ISD Rhea and Smith Intermediate School Addition & Renovation, Forney, TX
- Centerville ISD Annex, High School, Junior High & Cafeteria Renovations, Centerville, TX
- Caddo Mills ISD Baseball, Softball & Tennis Complex, Caddo Mills, TX
- Harmony ISD Campus Additions & Renovations, Big Sandy, TX
- Crandall ISD High School Additions, Crandall, TX
- Sunnyvale ISD Intermediate School, Sunnyvale, TX
- Sunnyvale ISD High School Additions & Renovations, Sunnyvale, TX
- Crandall Elementary School #5, Crandall, TX
- Sunnyvale ISD Elementary School, Sunnyvale, TX



Mike Rast

Project Manager

Mike is a seasoned project manager with extensive experience delivering public sector capital improvement projects, including infrastructure, facilities, and utilities. He has led complex, multimillion-dollar programs for government agencies, with a focus on construction administration and management under CMAR contracts. His expertise spans transportation and mobility planning, public utilities, and sustainable development. Mike brings strong financial oversight, excels in procurement and contract management, and leverages GIS and data-driven tools to support planning and compliance. He is skilled at navigating multi-stakeholder environments and has a proven track record of delivering community-focused projects through both traditional and public-private delivery models.

EDUCATION

- Bachelors, Interdisciplinary Studies, University of Texas at Arlington

CERTIFICATIONS

- Project Management Professional (PMP)
- LEED Green Associate (LEED GA)

TRAINING

- OSHA 10-Hour Construction Safety Training Certificate
- OSHA 30-Hour Construction Safety Training Certificate

YEARS OF EXPERIENCE

- 35 Years

REPRESENTATIVE EXPERIENCE

Tarrant County Development and Capital Improvement Projects, Tarrant County, Texas

Construction Costs: \$1M–\$50M | Delivery: Design-Bid-Build & CMAR

- Managed master planning, design management, and construction administration for countywide capital improvement programs.
- Delivered street improvements, water distribution replacements, wastewater collection system upgrades, storm drainage improvements, facility renovations and expansions, and parking facility construction.

Juvenile Center Expansion Project, Tarrant County, Texas (CMAR)

- Managed planning, design coordination, and construction administration for a 100,000 sq. ft. juvenile justice facility expansion.
- Delivered 30,000 sq. ft. of secure juvenile housing and 60,000 sq. ft. of administrative and support space.
- Integrated courts, County Clerk, sheriff, administrative offices, public waiting areas, and educational facilities.

Criminal Courts Building Renovation & Improvements, Tarrant County, Texas (Design-Bid-Build)

- Managed renovation of 40,000 sq. ft. across four floors of courts, detention, offices, and public spaces.
- Delivered two District Courts and one Associate Court with updated security, technology, and AV systems.
- Oversaw HVAC upgrades, utility improvements, and secured staff parking.

Tim Curry Criminal Justice Center Renovation & Improvements, Tarrant County, Texas (Design-Bid-Build)

- Directed renovation of 10,000 sq. ft. of judicial and administrative space.
- Enhanced public accessibility, circulation, and security.
- Delivered courtroom modernization, FF&E upgrades, secure parking, and perimeter security improvements.

Groundwater Tank and Pump Station, Highland Shores, Texas (Design-Bid-Build)

Construction Cost: \$6M

- Managed design and construction of a two-million-gallon steel-welded groundwater storage tank.
- Included three 1,500-GPM pumps (two duty, one standby) and associated infrastructure.

SERVICES

Cumming Gallagher offers clients a comprehensive menu of integrated services. Our service philosophy is two-fold: first, we provide service at a world-class level. Second, we can provide each of our services together in a comprehensive management role, or deliver any customized mix of them in a way that meets your specific needs.

Expertise and flexibility — it really is that simple. Cumming Gallagher is different than most integrated project consultancies, and the clients we work with think so, too. Why? Because we realize that overall project success is not attained through mere focus on the end result; it is attained through day-to-day discipline, cooperative ingenuity, and attention to detail. This is how money is saved, how schedules are met. This is what our reputation is based on.

PROGRAM + PROJECT MANAGEMENT

COST + COMMERCIAL MANAGEMENT

PLANNING + SCHEDULING

DIGITAL SOLUTIONS

PROJECT CONTROLS

PROJECT MONITORING

BOND CAMPAIGN PLANNING



SERVICES

Cumming Gallagher delivers value-added, flexible services across the full project lifecycle, pairing technical rigor with disciplined execution to ensure cost-effective, on-schedule, high-quality outcomes.



PROGRAM + PROJECT MANAGEMENT

Cumming Gallagher's proactive approach to PM ensures all components of a project come together seamlessly. Our experienced program and project managers focus on reducing risk, staying on budget, and maintaining timelines across the full lifecycle of a program or project.

- Reduced risk through greater timeline and budget certainty
- Improved communication and faster issue resolution
- Better alignment with strategic priorities



COST + COMMERCIAL MANAGEMENT

Whether providing traditional estimating or full-spectrum commercial oversight, we bring transparency and expert insight to every phase of the process from inception to completion and beyond.

- Greater detail and improved cost predictability
- Alignment of cash flow to scope, budget, and progress
- Clearer visibility into financial performance and cost risk



PLANNING + SCHEDULING

Our team of dedicated planning and scheduling professionals provides our clients with the confidence of knowing when their project will be completed, the steps it will take to get there, and that their goals will be achieved.

- Optimized schedule and construction sequencing
- Fewer delays through early identification and mitigation of issues
- Improved schedule reliability, forecasting, and cash flow planning



PROJECT CONTROLS

We deliver flexible project controls support, from full-service portfolio oversight to targeted solutions at any stage of a project. Our team integrates cost, schedule, risk, and performance data into a single dashboard, transforming raw information into meaningful and timely insight.

- Real-time insights into project health
- Integrated cost, schedule, and risk tracking and reporting
- Data-driven forecasting and analysis



PROJECT MONITORING

We provide independent monitoring to financial institutions and developers. By diligently scrutinizing projects for issues or failures, our team helps minimize exposure to risk.

- Reduced financial and schedule exposure
- Improved confidence in fund disbursement
- Greater transparency through on-site validation of project milestones



BOND CAMPAIGN PLANNING

- Strategic Planning: Tailored campaign timeline and outreach plan, with weekly coordination to keep the effort on track.
- Voter Data Analysis: Evaluation of turnout trends and demographics to target the highest-impact audiences.
- Communications: Development of fact-based messaging, FAQs, community materials, and social content for consistent public engagement.
- Design & Creative: Production of campaign assets, including print, digital, video, and presentation materials.
- Budget Management: Ongoing tracking to ensure efficient, disciplined use of funds.
- Compliance: Oversight to maintain full adherence to election laws.
- Community Support: PAC management to activate advocates and build momentum for the bond election.

MUNICIPALITIES

Public projects come with high visibility, strict oversight, budget sensitivity, and long-term community impact. We help public agencies deliver capital projects that are transparent, accountable, and built to last.

Cumming Gallagher has supported more than 2,100 city and county operated facilities, including city halls, police and fire stations, libraries, parks, animal shelters, public works facilities, and community centers. Our public-sector specialists understand the procurement rules, regulatory pressures, and budget constraints that shape government work. We tailor our services to meet the needs of each project, whether that's targeted cost or scheduling support, or full project management from design through closeout.

With deep experience across government facility types and contract models, we provide the structure, accountability, and technical insight needed to keep public projects efficient, compliant, and aligned with community priorities.

- 01 Alice Martinez Rodriguez Park, Waco, TX
- 02 Farmers Branch Fire Station No. 2, Farmers Branch, TX
- 03 City of Waxahachie City Hall, Waxahachie, TX
- 04 City of Talty Municipal Facility, Talty, TX
- 05 City of Coppell Fire Station No. 5, Coppell, TX





MUNICIPALITIES

01



02



03



- 01 City of Coppell Arts Center, Coppell, TX
- 02 City of Allen City Hall, Allen, TX
- 03 City of Roanoke Parking Garage, Roanoke, TX
- 04 Town of Highland Park Library, Dallas, TX
- 05 North Texas Emergency Communications Center, Carrollton, TX

04



05



BUILDING
VALUE
THROUGH
EXPERTISE

cg-gallagher.com



AGREEMENT FOR CONSTRUCTION MANAGER-AGENT SERVICES

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF HARRISON

§

THIS AGREEMENT is made by and between the CITY OF MARSHALL, TEXAS, hereinafter called the "CITY", and CUMMING MANGEMENT GROUP, INC. (DBA Cumming Gallagher), hereinafter called the "MANAGER-AGENT". Manager-Agent was selected on the basis of demonstrated competence and qualifications in the same manner that an architect or engineer is selected, per Section 2269.207 of the Texas Government Code.

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. SERVICES TO BE PERFORMED

1.1. Manager-Agent, Manager-Agent shall provide certain construction management services, including the provision of administrative personnel, and on-site management in accordance with the Scope of Services attached hereto as Exhibit D, which is incorporated as if fully set forth herein, and shall exercise all diligence to ensure on time, and on budget delivery of the City projects defined therein.

1.2. Manager-Agent shall coordinate all services provided with the City Manager or designee.

1.3. In accordance with Texas Government Code Section 2269.203, Manager-Agent may not self-perform any aspect of the construction; be a party to a construction subcontract for the construction; or provide performance and payment bonds for the construction.

1.4. The Manager-agent shall represent the City in a fiduciary capacity, however all final decisions shall be made by the City through the City Manager or designee.

2. TERMS OF AGREEMENT

2.1 This Agreement is subject to and incorporates, as if fully set forth herein, the terms and conditions of the document attached hereto and marked Exhibit A entitled "Terms and Conditions", which shall control over any other terms or conditions.

2.2 The initial term of this Agreement will be for 12 months after the initial term the agreement may be renewed for additional one year terms by written agreement of the parties. This agreement can be terminated by the city or management-agent under Section 23 of the Terms. .

3. PAYMENTS

3.1 For the services provided by Manager-Agent under this Agreement, the City agrees to pay the Manager-Agent as follows:

3.1.1 City shall pay to Manager-Agent based on services rendered and documented by hours spent and invoiced monthly at the rates set forth on Manager-Agent's individual task orders. Exhibit D.

3.2 Invoices will be submitted to the City of Marshall on a monthly basis as provided in Exhibit A. Charges not billed monthly will be considered waived by Manager-Agent. All books, records, and accounts of the Manager-Agent related to this project shall be open for inspection by the City or the City's authorized representative at all reasonable times.

3.3 Payment will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

4. MISCELLANEOUS PROVISIONS

4.1 Verifications Required by Texas Government Code Sections 2274.002, 2252.151:

4.1.1 Foreign Terrorist Organization Verification. Manager-Agent acknowledges that effective September 1, 2017, the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85th Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, Manager-Agent certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization.

4.1.2 Energy Company Non-Discrimination Verification.

(a) Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

(b) By executing this Contract, Manager-Agent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

4.1.3 Firearm Entity Non-Discrimination Verification.

(a) Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

(b) By executing this Contract, Manager-Agent verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

4.2 Standard of Care: As a contract for construction management services with a governmental agency in accordance with Texas Government Code 2269, the Manager-Agent shall perform services with the skill and care ordinarily provided by competent construction managers practicing in the same or similar locality and under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent construction manager. Any portion of the services that are considered to be professional, and required to be carried out by a licensed professional, whether architectural, engineering or otherwise, must be carried out by such professional identified on the Scope of Work attached in Exhibit D in accordance with Texas Government Code 2269.205.

4.3 Immunity Retained. The City and Manager-Agent hereby acknowledge and agree that City is entering into this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Manager-Agent hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter 1 of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Manager-Agent hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
- (b) the recovery of damages against City may not include consequential damages or exemplary damages;
- (c) Manager-Agent may not recover attorney's fees; and
- (d) Manager-Agent is not entitled to specific performance or injunctive relief against the City.

4.4 Equal Employment Opportunity: Manager-Agent agrees that during the performance of its contract it will:

- (a) Treat all applicants and employees without discrimination as to race, color, religion, sex, gender identity or expression, sexual orientation, national origin, marital status, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws.
- (b) Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests. The Manager-Agent shall be advised of any complaints filed with the City alleging that the Manager-Agent is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this Agreement for which purchase orders or authorities to deliver have not been included, however, the Manager-Agent is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this Agreement for which a purchase order has been issued or authority to deliver granted.

4.5 Venue: Venue for any lawsuit involving this Agreement shall be in Harrison County, Texas.

4.6 Choice of Law: This Agreement is governed by the laws of the State of Texas.

4.7 Entire Agreement: This Agreement constitutes the entire agreement between City and Manager-Agent, and all negotiations and all understandings between the parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

4.9 Partial Invalidity: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.10 Survival: Any provisions which by their terms survive the termination of this Agreement shall bind its legal representatives, heirs, and assigns as set forth herein.

4.11 Assignment: Manager-Agent shall not assign, transfer, or encumber any right or interest in this Agreement, in whole or in part, without prior written approval of City.

4.12 Notices: Each notice to City shall be sent to the designated City Representative and each notice to Manager-Agent shall be sent to the designated Manager-Agent's Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. The notices, that are mailed, are to be sent to the addresses listed in the signature section of this Agreement.

4.13 Benefits: This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.

4.14 Amendments: This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.

4.15 Gender: Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

4.16 Exhibits: All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes. Exhibits attached to this Agreement are:

- (a) Exhibit A - Terms and Conditions
- (b) Exhibit B - Drug-Free Workplace Act Certification
- (c) Exhibit C – Disclosure Forms [CIQ and Charter Compliance]
- (d) Exhibit D – Proposal for Construction Management Services

4.17 Multiple Copies: This Agreement may be executed in multiple counterparts, each of which constitutes an original.

4.18 Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

4.19 Misspelled Words: Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

Executed this ____ day of _____, 2025.

[Signatures on next page]

CITY OF MARSHALL, TEXAS

EXECUTED BY:

Greg Smith, City Manager

APPROVED AS TO FORM & LEGALITY:

Scott Rectenwald,

City Attorney

CUMMING MANAGEMENT GROUP, INC.

("Manager-Agent")

EXECUTED BY:

_____ Signature

Print Name: _____

Print Title: _____

Date Signed: _____

Name, Title

[Designated Representative]

ATTEST/WITNESS:

Signature

Print Name: _____

Print Title: _____

EXHIBIT A

TERMS AND CONDITIONS

1. City Representative. The City Manager, and such other and additional persons as City may designate in writing, shall be City's representative(s) and shall act for City in all matters concerning the project, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. City shall not be bound by the actions or representations of any other employee(s) or agent(s) of City.

2. Submitting Invoices.

(a) In the event invoices are submitted or otherwise used pursuant to this Agreement or project, the billing party shall present invoices in the following form and content:

- (1) Each invoice must reference the City of Marshall purchase order number, project name, and/or project number;
- (2) Only one contract shall be billed on a particular invoice, and when multiple projects are included under a single contract, each invoice shall include clear subtotals for each project;
- (3) Each invoice must reflect billable work performed within calendar-month increments;
- (4) Only one invoice per every thirty (30) days per agreement or project may be submitted;
- (4) Each invoice must have a billing number which reflects in sequence the number of invoices that have been previously submitted on the Contract or project; and
- (5) Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.
- (6) Each invoice will show the following:
 - i) "Total Contract" Amount;
 - ii) "Total of Work Completed to Date";
 - iii) "Total Fee Previously Billed" ; and
 - iv) "Invoice Total", which is calculated by subtracting (iii) from (ii).

(7) If an invoice includes direct expenses, an itemized list of those expenses shall be included.

(b) The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City.

3. Changes in Services. City may from time-to-time request changes in the scope of the services of Manager-Agent to be performed hereunder. Such changes, including any increase or decrease in the amount of Manager-Agent's compensation, which are mutually agreed upon by and between City and Manager-Agent shall be incorporated in written amendments to the Agreement. Such amendments may require approval of other agencies, departments, or governmental bodies.

4. Personnel.

- (a) Manager-Agent represents that it has, or will secure at its expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of City.
- (b) All the services required hereunder will be performed by Manager-Agent or under its supervision, and all personnel engaged in the services shall be authorized or permitted under state and local law to perform such services.
- (c) No person who is serving sentence in a penal or correctional institution shall be employed on services under this Agreement.
- (d) City acknowledges that Manager is not a licensed design, engineering, legal, accounting or construction management firm. To this end, (a) Manager shall not have responsibility for: (i) construction means and methods, techniques, sequences, safety programs or other construction management services, (ii) the performance of any licensed design or engineering professionals, and/or (iii) the performance of the construction manager, contractors, or subcontractors; and (b) Manager does not perform design or inspections services required by law or specifications, or (whether or not the applicable individual is so licensed) perform any act that would constitute the practice of architecture, professional engineering, certified public accounting or law.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing services under this Agreement shall be paid unconditionally and not less often than once a month without deductions except as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act," of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18, U.S.C., section 874; and Title 40 U.S.C., Section 276C). Manager-Agent shall comply with all subcontracts covering services under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemption from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Agreement, there is a finding by a court of law or governmental agency of any underpayment of salaries by Manager-Agent or by any subcontractors thereunder, City shall withhold from Manager-Agent out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by City for and on account of Manager-Agent or subcontractor of the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing services under this Agreement shall be promptly reported in writing by Manager-Agent to City for a City decision, which shall be final with respect thereto.

8. Equal Employment Opportunity.

During the performance of this Agreement, Manager-Agent agrees as follows:

- (a) Manager-Agent will not discriminate against any person due to race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws. Manager-Agent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and

local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. Manager-Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City, setting forth the provisions of this nondiscrimination clause.

(b) Manager-Agent will, in all solicitations or advertisements for employees placed by or on behalf of Manager-Agent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws.

(c) Manager-Agent will cause the foregoing provisions to be inserted in all subcontracts for any services covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters. No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

10. Compliance with Laws. Manager-Agent shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the services embraced by this Agreement.

11. Subcontracting. None of the services covered by this Agreement shall be subcontracted without the prior written consent of City. Manager-Agent shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Manager-Agent. Manager-Agent shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

12. Assignment. Manager-Agent shall not assign, sublet, or transfer its interests in this Agreement (whether by assignment or novation) without the prior written approval of City; provided, however, that claims for money due, or to become due, Manager-Agent from City under this Agreement may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

13. Successors. City and Manager-Agent each bind itself, its successors, executors, administrators, and assigns to the other party in respect to all covenants of this Agreement, unless otherwise excepted herein.

14. No Interests by Parties.

(a) Members of City. No member of the governing body of City, and no other officer, employee, or agent of City who exercises any functions or responsibility in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

(b) Other local public officials. No member of the governing body of the locality in which the project to which this Agreement pertains is located and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the project shall have any personal interest, direct or indirect, in this Agreement.

(c) Certain federal officials. No members of, or delegate to, the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

(d) Manager-Agent. Manager-Agent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project, or any parcels therein, or any other interest which would conflict in any manner or degree with any of the performance of the service hereunder. Manager-Agent further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. Findings Confidential. All of the reports, drawings, maps, documentation, data, and other information prepared or assembled by Manager-Agent under this Agreement are confidential, and Manager-Agent agrees that they shall not be made available to any individual or organization without the prior written approval of City.

16. Insurance.

(a) Types; Amounts. Prior to the execution of the Agreement by the City of Marshall and before commencement of any work under this Agreement, Manager-Agent shall furnish original proof of insurance to the City's Risk Management Department which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the copies of such policies. Sensitive information may be redacted from copies of such policies. The City shall have no duty to pay or perform under an agreement until the proof of insurance has been delivered to and approved by the City Risk Management Department. No officer or employee other than the City's Risk Manager shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal hereof and to reasonably modify insurance coverages and their limits when deemed necessary and prudent to City Manager Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow a modification which results in the City incurring increased risk.

Manager-Agent's financial integrity is of interest to the City. Therefore, subject to the Manager-Agent's right to maintain reasonable deductibles in such amounts as are approved by the City, the Manager-Agent shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Manager-Agent's sole expense, insurance coverage written on an occurrence basis, except as otherwise provided as claims made, by companies that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: • Premises/Operations • Independent Engineers (engineers only) • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$1,000,000

(b) Term of Policy: Except for professional liability coverage, the required insurance coverage must remain in effect for a two (2) year period following the expiration or completion of the contract with the City. With regard to professional liability coverage, the Manager-Agent shall attempt by reasonable diligence and in good faith to maintain and keep in full force and effect professional liability insurance coverage in a minimum of \$1,000,000.00 during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial stature and reputation.

(c) Proof of Insurance Required.

(1) Examination and Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company. Sensitive information may be redacted from copies of such policies.

(2) Manager-Agents with Multiple Projects. Manager-Agents who have multiple projects with the City will provide general liability aggregate in a project form with the name and/or location of the project listed in the comments section of the certificate of insurance.

(3) When to Submit. Prior to the execution of the contract by the City of Marshall and before commencement of any work or services under this contract, the Manager-Agent shall furnish to the City's Risk Manager originals of completed certificates of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of the policies, plainly and clearly evidencing such insurance. Sensitive information may be redacted from copies of such policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy.

(4) Insurers. Manager-Agent shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas and satisfactory to the City.

(5) Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability, the City, its elected officials, officers, servants, agents, volunteers, and employees shall be named as additional insureds. No officer or employee, other than Risk Manager, shall have authority to waive this requirement.

(6) Other-Insurance Endorsement. All insurance policies are to contain or be endorsed to contain the following additional provisions:

A. "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy; and

B. Provide not less than ten (10) calendar days advance notice to the City of any cancellation in coverage.

(7) Agent Information. The certificate(s) or other proof of insurance must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits,

and termination provisions shown thereon, contained all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title, and phone number. The proof of insurance shall be sent directly from the insurance agent to the City Manager by U.S. Postal Service to:

City of Marshall
ATTN: City Manager
401 S. Alamo
Marshall, Texas 75670

(8) Precondition to Performance and Basis for Termination. The City shall have no duty to pay or perform under the Agreement until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy shall have been delivered to the City's Risk Manager. The Manager-Agent understands that it is Manager-Agent's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of an Agreement. If the City determines that it will deny payment, not perform, or terminate the Agreement because of the failure to provide certain information or documents, the City shall give the Manager-Agent notice of that determination and allow Manager-Agent fifteen (15) days to correct the deficiency.

(9) Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

(10) Notice of Cancellation, Non-Renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, Manager-Agent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Manager-Agent knows of said change in advance, or ten (10) days' notice after the change, if the Manager-Agent did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.

17. INDEMNIFICATION.

(a) The Manager-Agent covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City of Marshall and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, caused by or resulting from (but only to the extent caused by) an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by the Manager-Agent or Manager-Agent's consultant under contract, or another entity over which the Manager-Agent exercises control.

(b) The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(c) Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the Manager-Agent, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or

type of damages, compensation, or benefits payable by or for Manager-Agent or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

18. Manager-Agent as Independent Contractor. For all purposes hereunder, Manager-Agent is and shall be deemed to be an independent contractor. Manager-Agent shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant, or employee of City. Likewise, employees of Manager-Agent are not the agents, servants, or employees of City, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between Manager-Agent and City.

19. Drug-Free Workplace. Manager-Agent shall be subject to the drug-free workplace requirements as set forth in Exhibit B, which is incorporated herein by reference and made a part hereof for all purposes.

20. Federal/State Grants. If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all purposes.

21. Tax Certification. Manager-Agent hereby certifies that it is not delinquent in the payment of any taxes owed to City or that it will pay any taxes owed to City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the Agreement at the option of City. This Agreement is subject to Article VIII, Section 8 of the City of Marshall, Texas Charter set out in Section 4.8 of the Agreement.

22. Offset of Other Debts Against City. Manager-Agent agrees that City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by City to Manager-Agent, pursuant to this Agreement, for any debt owed to City, other than for arrearage of taxes, which are governed by Section 21 of this Agreement. City may withhold from payment under this Agreement an amount equal to the total amount of debts owed to City by Manager-Agent, excluding arrearage of taxes, which are governed by Section 21 of this Agreement. City may apply the amount withheld to the debts owed to City by Manager-Agent until said debts are paid in full.

23. Termination of Agreement.

(a) For Cause – City. If, through any cause, Manager-Agent shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if Manager-Agent shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Manager-Agent of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

(b) For Cause – Manager-Agent. If, through any cause, City shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if City shall violate any of the covenants, agreements, or stipulations of this Agreement, Manager-Agent shall thereupon have the right to terminate this Agreement by giving written notice to City of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

(c) Offset for Damages. Notwithstanding the above, Manager-Agent shall not be relieved of liability to City for damages sustained by City by virtue of any breach to the Agreement by Manager-Agent, and City may withhold any payments to Manager-Agent for the purpose of offset until such time as the exact amount of damage due to City from Manager-Agent is determined.

(d) For Convenience of City. City may terminate this Agreement at any time and for any or no reason by a notice in writing from City to Manager-Agent specifying the effective date thereof, at

least thirty (30) days before the date of such termination. Written notice shall be deemed to have been duly served if delivered in person, or sent by registered or certified mail, to the last business address of Manager-Agent known to City.

(e) Compensation for Services Performed. If the Agreement is terminated by City for any reason, Manager-Agent shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Manager-Agent covered by this Agreement, less payments of compensation previously made; provided however, that if less than sixty percent (60%) of the services covered by the Agreement have been performed upon the effective date of such termination, Manager-Agent shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement) incurred by Manager-Agent during the agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. All finished or unfinished documents, drawings, data, studies, and reports prepared by Manager-Agent under this Agreement or prepared by any subcontractor of Manager-Agent shall be the sole property of City, but Manager-Agent shall be entitled to receive equitable compensation for any satisfactory work completed on such documents, drawings, data, studies, and reports.

EXHIBIT B

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Manager-Agent certifies that it will provide a drug-free workplace by:

(a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in Manager-Agent's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;

(b) establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) Manager-Agent's policy of maintaining a drug-free workplace;

(3) any drug counseling, rehabilitation, and employee assistance programs that are available;
and

(4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:

(1) abide by the terms of the statement; and

(2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;

(e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Manager-Agent office is located at the following address.

Name of Manager-Agent: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

SIGNED BY:

Print Name & Title: _____

Date Signed: _____

EXHIBIT C

CIQ Form

**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF MARSHALL**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: Cumming Management Group, Inc.

Is the above entity: (Check one)

☒ A corporation ☐ A partnership ☐ A sole proprietorship or an individual

☐ Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Marshall?

☒ NO -- there is no such relationship between Entity/Business/Person and the City of Marshall

☐ YES, a person who is a/an ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

is: (Check all applicable boxes below)

☐ related to by blood or marriage* and/or ☐ a member of the same household as

and / or ☐ financially dependent upon** and/or ☐ financially supporting**

to a City of Marshall ☐ City Council member, ☐ officer or ☐ employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Marshall, or that Council member, officer or employee of City of Marshall provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, and (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), and (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

☒ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

☐ YES, a person is (Check all applicable boxes)

(a) a current City of Marshall ☐ City Council member, ☐ officer or ☐ employee ,

(b) and is ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,

or ☐ an employee or ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: Brian Nicholson (signed electronically) Phone #: (254) 709-9438 Date: 04/14/2025

Print Name: Brian Nicholson

Print Title: Vice President

Revised 12/30/2014

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

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

Cumming Management Group, Inc.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

Name of Officer: N/A

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

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

N/A

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

7. Signature of vendor doing business with the governmental entity

Date: _____

EXHIBIT D

Sample Task Order

August 4, 2026

Greg Smith
City Manager
City of Marshall
401 S. Alamo Street
Marshall, TX 75670

Re: **Project Management Support
Combination Tax and Revenue Certificates of Obligation, Series 2026
City of Marshal**

Greg:

We appreciate the opportunity to provide a proposal to the City of Marshall for Owner's Representative / Project Management Services for pre-construction and construction services supporting the design, pricing, and construction of the upcoming infrastructure work in the City of Marshall.

Firm Overview

Established in 1996 as a project and cost management company, Cumming Gallagher has evolved into a 3,000+ person, multi-faceted global consulting firm focused on adding value throughout each stage of a project's development. We are:

- The largest independent provider of capital project and program management in U.S. Private Real Estate according to ENR;
- Act as an Owner's Advocate with no competing interests – our only goal is to protect the Owner, solve problems, deliver solutions, and drive results.
- **Over 220 team members based in Texas**

We have a proven track record of successfully leading and delivering public projects across the State of Texas.

Project Scope

Owner's Representative / Project Management Services will be provided as detailed in Exhibit A (attached). We are committed to partnering with the City of Marshall to ensure a successful, timely and in budget project delivery. Our project team is prepared to begin immediately upon approval from the City of Marshall. Cumming Gallagher will coordinate requirements with the City of Marshall to serve as the point of contact for the various infrastructure currently in design development. We will work collaboratively with the City of Marshall and the design partners to develop a project execution plan to ensure continuity of the project scopes and roles.

During pre-construction, we will work with the City of Marshall and design team, to develop a project execution plan to ensure continuity of the project scopes and roles to carry the project cohesively forward. We will manage coordination with the design team- attending design meetings to ensure design and engineering meets development requirements and priorities and lead coordination with the authority having jurisdiction (AHJ). Our team will assist in the development of project budgets and lead procurement efforts, including RFQ's, proposals and contract executions. We will work alongside the City of Marshall to develop informed project schedules and ensure timelines and key dates are achieved.

With the commencement of construction activities, our team will oversee the entire development process to drive construction forward. We will attend weekly meetings with project partners, contractors and design team, as well

as conduct site visits and meetings necessary for project progression. Our team will produce weekly field reports and monthly project status reports to ensure all interested parties are informed. Cumming Gallagher will review all budgets, pay applications, change orders and all associated financial documents to ensure agreement requirements are followed and that budget decisions are made with full transparency. In addition, we will assist in the oversight and management of any Owner direct purchases required for the project. Cumming Gallagher will conclude with a formal closeout process that will include proper documentation turnover by contractors and closeout of agreements.

Fee Schedule

For Basic Services as outlined herein, Program Manager shall be compensated by the Owner as follows:

Project Budget	% of Total Project Budget
\$34,300,00	3.50%

for the Program Management Services, as described within this Agreement and outlined in Exhibit A, for all projects assigned to the Program Manager by the City.

This sum is based on the following provisions:

1. Series 2026 Maintenance bonds will be multiple projects done concurrently, not consecutively, during the next 24 months. The basis of the 3.50% fee is the total value of the work within the \$34,300,000.00 bond.
2. The Program Manager will attempt in every way to ensure the projects are completed on or ahead of schedule. These fee schedules are based on schedules not to exceed 24 months in duration. In the event the schedules exceed 24 months, the monthly rate will extend at the same rate as 3.b below.
3. This fee includes the following items:
 - a. Personnel costs
 - b. Home office support costs
 - c. Communication devices and computers
 - d. Daily office supplies, paper, etc.
4. Payment Schedule: The payment schedule for each project shall be paid as follows:
 - a. Preconstruction/Design Phase: **25%** of the fee billed equally/month during the pre-construction phase.
 - b. Construction Phase: **75%** of the fee billed equally/monthly.
 - c. If project design has already been completed and we move right into construction our fee will be **100%** billed equally/monthly.
 - d. Prior to the project starting program manager will submit a proposed fee schedule to the City.
5. The City shall provide office space and office furniture for the Program Manager. All other costs of the Program Manager's office shall be borne by the Program Manager and are included in the Fee Structure set forth above.
6. Program Manager will submit a task order (Exhibit B) for approval by City of Marshall, prior to commencing work on projects identified with the bond.

Reimbursable Expenses

The cost of printing, for drawings, specifications, bid packages, submittals and other project related documents shall be paid by the Owner.

Normal expenses incurred by the Program Manager in the course of work on the Project(s) shall be reimbursed to the Program Manager. These would include but not limited to the following: project related photography, postage, courier fees and overnight delivery fees. The Program Manager shall be reimbursed at cost and without mark-up for travel expenses to and from City of Marshall.

For master planning and bond planning services, the Owner shall reimburse the Program Manager for costs related to production of professional campaign materials including flyers, mailers, websites, social media assets, videos and presentations.

Our Team will be led by the following staff:

Name	Title / Role
Oscar Saenz	Vice President – Principal in Charge
Mike Rast	Lead Project Manager

In addition to those team members, we will have a support staff involved in costs, schedule, Procore, etc. to administer the scope outlined in Exhibit A. We are excited about the opportunity to partner with the City of Marshall and are confident that our experience in public development across the State will support and protect the interests of the City of Marshall and ensure a successful project. Thank you for your consideration and we look forward to hearing from you soon.

Regards,



Brian Nicholson
Sr. Vice President

Attachments:
Exhibit A – Owner’s Representatives Scope of Services

Exhibit A - OWNER'S REPRESENTATIVE'S SCOPE of SERVICES

1.1 The Owner's Representative shall serve as Owner's authorized representative on the Project and shall be fully acquainted with the Project.

1.2 The standard of care for Services performed under this Agreement shall be the care and skill ordinarily used by owner's representatives, or project administrators, practicing under similar conditions at the same time and locality.

1.3 The Owner's Representative's Services may be provided in one or more phases as outlined below. Portions of each phase may commence before the previous phase is completed, in which case both phases may proceed concurrently. The Phases of the Owner's Representative's Services shall include:

1.3.1 PROJECT INITIATION PHASE The Project Initiation Phase includes the development of the Owner's Program and the review of the Project's feasibility based on the Owner's Program and other relevant information, as further detailed in section 1.5.

1.3.2 PROJECT DESIGN PHASE The Project Design Phase includes Services during the development of the Project design and specifications through the preparation of construction documents for the Project, as further detailed in section 1.6.

1.3.3 PROJECT CONSTRUCTION PHASE The Project Construction Phase commences upon the issuance of a written notice to proceed to the Owner's Contractor(s) to proceed with the construction of the Project, and includes Services as further detailed in Section 1.7.

1.3.4 PROJECT CLOSE-OUT PHASE The Project Close-Out Phase commences when the Project, or a designated portion, achieves Substantial Completion, and continues through Final Completion, and includes Services as further detailed in section 1.8.

1.4 OWNER'S REPRESENTATIVE'S GENERAL RESPONSIBILITIES

The Owner's Representative shall:

1.4.1 Serve as the contact for all communications between the Owner and its Design Professional, Contractor(s) and consultant(s) including requests for information from or for actions by the Owner;

1.4.2 Maintain a copy of all Project documents and contract documents, including change orders and interim directed changes, for each of Owner's Contractor(s) on the Project, as well as meeting minutes, shop drawings, submittals, drawings and specifications, product data and applications for payment.

1.4.3 Perform on-site observations of the progress and quality of the Project so as to be able to report to the Owner on the progress and quality of the Work being performed and the services provided by all Project participants;

1.4.4 Attend Project meetings and report to the Owner on the proceedings.

1.5 PROJECT INITIATION PHASE SERVICES During the Project Initiation Phase, the Owner's Representative shall provide the following Services:

1.5.1 Review with the Owner the Project goals, objectives, constraints and relationships.

1.5.2 Assist the Owner in refining and clarifying the Owner's Program.

1.5.3 Prepare cost estimates and/or review cost estimates prepared by others, provide a recommendation regarding such to the Owner and act upon any directive received from the Owner concerning such cost estimates.

1.5.4 Prepare preliminary Project schedule and/or review the preliminary Project schedule prepared by others, provide a recommendation regarding such to the Owner and act upon any directive received from the Owner concerning such preliminary Project schedule.

1.5.5 Assist the Owner in the selection of the Design Professional and other consultants retained by the Owner and types of agreements to be used between the Parties.

1.5.6 Review with the Design Professional its understanding of the Owner's Program and other relevant data, assist the Design Professional in determining the requirements of its services under the Owner-Design Professional agreement and report to the Owner any outstanding issues.

1.5.7 Assist the Owner with filing required documents with governmental authorities having jurisdiction over the Project, including necessary permits.

1.5.8 Review Project quality level guidelines.

1.5.9 Review Project management information systems and reporting procedures, attend meetings and monitor the compliance and completion of assigned responsibilities.

1.6 PROJECT DESIGN PHASE SERVICES During the Project Design Phase, the Owner's Representative shall provide the following Services:

Project Delivery System & Document Review

1.6.1 Assist the Owner in the selection of the type(s) of project delivery system(s) to be used for the Project including any phasing requirements and separate bid packages.

1.6.2 Receive and review the Design Professional's schematic design, design development and construction documents, provide recommendations to the Owner and act upon any directive received from the Owner concerning these documents, including communicating Owner's approval to the Design Professional.

1.6.3 Monitor quality level guidelines during the design process.

1.6.4 Review errors or omissions discovered in the drawings and specifications, review such with the Design Professional and provide recommendations to the Owner and act upon any directive received from the Owner.

1.6.5 Review recommendations concerning constructability issues, material availability or value engineering, review with the Design Professional and provide recommendations to the Owner and act upon any directive received from the Owner.

1.6.6 Review the general and/or supplementary conditions for the Project, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.

Budget and Schedule

1.6.7 Prepare updated budget and schedule and/or review any updated budget and schedule prepared by others upon the completion of schematic design, design development and construction documents, provide recommendations to the Owner and act upon any directive received from the Owner concerning such updated budget and schedule, including communicating Owner's approval to the Design Professional and others.

1.6.8 Prepare budgets for changes including alternate costs and/or review budgets for changes including alternate costs prepared by others, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.

1.6.9 Prepare schedule for procurement of long-lead time items and/or review schedule(s) for procurement of long-lead time items prepared by others which will constitute part of the Work as required to meet the Schedule of the Work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.

Bidding and Award

1.6.10 Assist the Owner in the development of bid strategies and prequalification criteria and the selection process for contracting with the Contractor(s), Subcontractors and Material Suppliers.

1.6.11 Receive from the Contractor(s) a list of possible Subcontractors and Material Suppliers from whom proposals may be requested for each principal portion of the Work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval of or objection to a specific Subcontractor.

1.6.12 Work with the Design Professional and/or others to obtain bids or negotiate proposals from Contractor(s), attend pre-bid or pre-award meetings and review bids or negotiated proposals including proposed subcontractors and material suppliers, provide recommendations to the Owner and act upon any directive received from the Owner.

1.6.13 Receive and review Contractor's(s') proposed superintendent(s) and project manager, provide a recommendation to the Owner and act upon any directive received from the Owner.

1.6.14 Work with the Design Professional and others to make necessary modifications to construction documents in the event the Owner elects not to accept the lowest bona fide bid or negotiated proposal, provide recommendations to the Owner and act upon any directive received from the Owner.

1.6.15 Review Contractor's(s') compliance with insurance and bonding requirements.

1.6.16 Consult with the Contractor(s) regarding equal employment opportunity and affirmative action programs.

1.6.17 Assist the Owner in the preparation and award of the Owner and Contractor's(s') agreement(s).

1.6.18 Review Project management information systems and reporting procedures.

1.7 PROJECT CONSTRUCTION PHASE SERVICES During the Project Construction Phase, the Owner's Representative shall provide the following Services:

Safety

1.7.1 Receive and review any reports of safety violations on the Worksite, provide recommendations to the Owner and act upon any directive received from the Owner including directing Contractor(s) to stop performance of the Work or take corrective measures.

1.7.2 Receive and review Contractor's(s') reports of recordable accidents and injuries occurring at the Worksite.

Hazardous Materials

1.7.3 Receive and review Contractor's(s') reports of hazardous material discovered at the Worksite, provide a recommendation to the Owner regarding such and act upon any directive received from the Owner.

1.7.4 Assist Owner in retaining an independent testing laboratory to determine the nature of suspected hazardous materials encountered at the Worksite.

Payment

1.7.5 Receive and review applications for payment and forward same to Owner with a recommendation for action, including amount due, adjustments to the payment application and any bases for withholding payment.

1.7.6 Receive and retain all Contractor's(s') partial lien and claim waivers for each progress payment as required in the Contractor's(s') agreement with the Owner.

1.7.7 Notify Owner and responsible Contractor(s) of liens filed against the Project and ensure that Contractor(s) cause the removal of any liens as required by their agreement with the Owner.

Substantial Completion

1.7.8 Participate in inspections to determine whether Substantial Completion has been achieved by Contractor(s) and assist in preparation of list of items to be completed or corrected in order to achieve Final Completion.

1.7.9 Receive and review Contractor's(s') proposed certificate of Substantial Completion, provide recommendation to Owner and act upon any directive received from the Owner including communicating Owner's approval.

1.8 PROJECT CLOSE-OUT PHASE SERVICES During the Project Close-Out Phase, the Owner's Representative shall provide the following Services:

1.8.1 Receive and review all documentation required of Owner's Contractor(s) to Achieve Final Completion and receive final payment.

1.8.2 Participate in any dispute resolution proceedings instituted by the Design Professional, Contractors(s) or consultants

1.9 The Owner's Representative shall not exceed the authority granted to it pursuant to this Agreement.

1.10 The Owner's Representative shall not be responsible for, nor liable to the Owner for, any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance of their contracts with the Owner.

1.11 The Owner's Representative makes no warranties relating to schedules or completion dates, budgets, the cost of the Work or the Project, the Work performed by Contractor(s), or any other warranties, express or

implied, that are not expressly set forth herein. The Owner's Representative shall have no liability for any errors or omissions in the construction documents or any defects in the Services attributable to the Owner's Representative's use of and/or good faith reliance upon the construction documents or any other information furnished by or on behalf of Owner or Design Professional.

1.12 CONFIDENTIALITY The Owner's Representative shall treat as confidential and not disclose to third persons, except the Contractor(s), Subcontractors, Sub-subcontractors and Material Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know how, discoveries, production methods and the like that may be disclosed to the Owner's Representative or which the Owner's Representative may acquire in connection with the Work.

CITY / CLIENT & PROJECT INFORMATION

CITY

City of Marshall

DEPARTMENT / DIVISION

Public Works

CITY CONTACT NAME & TITLE

Greg Smith – City Manager

CONTACT PHONE / EMAIL

Smith.greg@marshalltexas.net

PROJECT NAME

SL 390 Line Relocate

PROJECT No.

20260801

PROJECT LOCATION / ADDRESS

401 S. Alamo Street, Marshall TX 75670

SCOPE OF WORK / DESCRIPTION OF SERVICES

Project Management Services for the SL 390 Utility relocation. Designed by KSA. CM engaged for construction portion of the project. The relocation of public utilities owned by the City of Marshall located in TX Dot Right of way that required to be relocated for roadway expansion/improvements

SCHEDULE & BUDGET

TOTAL PROJECT BUDGET

\$6,538,339.00

EXPECTED COMPLETION DATE

January 2028

NOTICE TO PROCEED / START DATE

August 2026

FEE TYPE

Monthly Rate = 14,302

BILLING / INVOICING TERMS

Net 30

AUTHORIZATION

Authorized by City of Marshall

Signature

Greg Smith, City Manager

Printed Name / Title

Date

Authorized by Cumming Gallagher

Signature

Printed Name / Title

Date

This Task Order is issued pursuant to, and is subject to the terms and conditions of, the Construction Manager Agent Agreement between the City of Marshall and Cumming Gallagher Group dated _____. Work shall not commence until this Task Order is signed by an authorized representative of the City.

CITY / CLIENT & PROJECT INFORMATION

CITY

City of Marshall

DEPARTMENT / DIVISION

Public Works

CITY CONTACT NAME & TITLE

Greg Smith – City Manager

CONTACT PHONE / EMAIL

Smith.greg@marshalltexas.net

PROJECT NAME

SL 390 Line Relocate

PROJECT No.

20260802

PROJECT LOCATION / ADDRESS

401 S. Alamo Street, Marshall TX 75670

SCOPE OF WORK / DESCRIPTION OF SERVICES

Project Management Services for Wastewater Treatment Plant Improvements Designed by SPI. CM will be engaged for professional services negotiations, design phases, bidding and contract negotiation, and construction. Project includes trickling filter upgrades, bio tower media replacement, UV disinfection system replacement, and anaerobic digester upgrades.

SCHEDULE & BUDGET

TOTAL PROJECT BUDGET

\$6,237,620.00

EXPECTED COMPLETION DATE

June 2029

NOTICE TO PROCEED / START DATE

September 2026

FEE TYPE

Monthly Rate = \$6,064

BILLING / INVOICING TERMS

Net 30

AUTHORIZATION

Authorized by City of Marshall

SignatureGreg Smith, City ManagerPrinted Name / TitleDate

Authorized by Cumming Gallagher

SignaturePrinted Name / TitleDate

This Task Order is issued pursuant to, and is subject to the terms and conditions of, the Construction Manager Agent Agreement between the City of Marshall and Cumming Gallagher Group dated _____. Work shall not commence until this Task Order is signed by an authorized representative of the City.

City of Marshall

Infrastructure Project Management Services

August 13, 2026

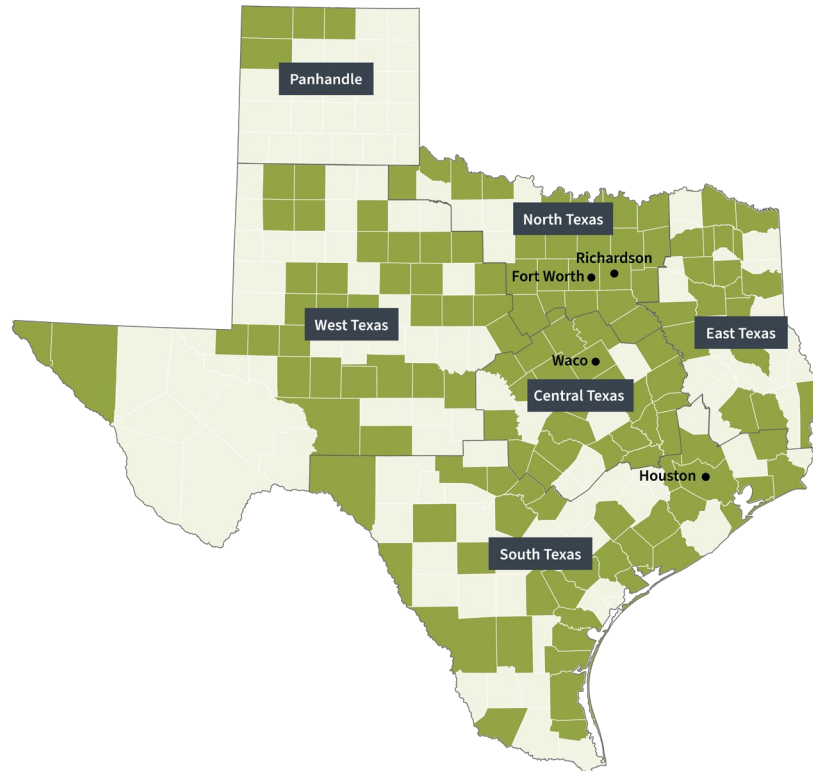
CUMMING GROUP
GALLAGHER

//////////////////// BUILDING VALUE THROUGH EXPERTISE



About Us

At Cumming Gallagher, we are passionate about helping our clients execute complex projects on time and within budget.



280+ TEXAS TEAM MEMBERS

\$4B+ IN ACTIVE PROJECTS ACROSS TEXAS

30 YEARS IN BUSINESS

100% PURE-PLAY OWNER ADVOCACY FIRM-SERVING AS A **FIDUCIARY** TO THE OWNER

\$1T+ TRILLION IN COMPLETED PROJECTS WORLDWIDE

3,000+ TEAM MEMBERS WORLDWIDE

70+ OFFICES WORLDWIDE

RANKED **10TH** OF TOP 100 PM FIRMS WORLDWIDE ON ENGINEERING NEWS-RECORD (ENR)



Strategic Project Implementation

Capital Improvement Project Management Services

- Project Initiation
- Design
- Construction
- Closeout

Specialized Services

- Master/Site Planning
- Facility Conditions Assessment
- Preliminary Programming
- Bond Campaign Planning



Strategic Project Implementation

Capital Improvement Project Management Services

- Project Initiation Phase
 - Initial Budgeting
 - Preliminary Master Scheduling
 - Professional Services Procurement and Contract Management
 - Document filing, Review Project Quality Level Guidelines
 - Project Information System Implementation (Procore)



Strategic Project Implementation

Capital Improvement Project Management Services

- Project Design Phase
 - Determine Project Delivery Method for Best Value and Efficiency
 - Review All Progression of Design Phases: Schematic, Design Development and Construction Documents
 - Errors and Omissions Review and Provide Recommendations to the City and Act on Directive From the City
 - Constructability, Material Availability, Value Engineering Review and Recommendations
 - Updated Budgets and Schedules, Alternate Costs and/or Changes



Strategic Project Implementation

Capital Improvement Project Management Services

- Project Design Phase
 - Bidding and Awarding to Contractor(s)
 - Insurance Verification, Compliance Review and Accountability
 - Contractor Awarding and Contract Management



Strategic Project Implementation

Capital Improvement Project Management Services

Project Construction Phase

- Safety Plan and Report Review
- Hazardous Materials
- Pay Applications/Lien Notices
- Onsite Visits and Inspections
- Substantial Completion Certificate

Strategic Project Implementation

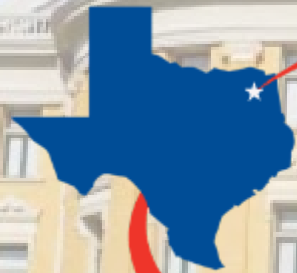
Capital Improvement Project Management Services

- Project Closeout Phase
 - Final Completion Document Review From Contractor(s) and Design Professionals
 - Dispute resolution participation

Complete Project Controls System

- Standardized set of tools
- Use of Procore as client's project controls system
- Training for client, professional service consultants, and construction professionals





City of
MARSHALL
T E X A S



TO: City Council
DATE: August 13, 2026
ITEM #: 9.B.i
SUBJECT: Task Oder 20260801 SL 390 Utility Relocation

Recommendation for Action:

Executive Summary:

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 9.B.ii
SUBJECT: Task Order 20260802 WasteWater Treatment Plant Improvements

Recommendation for Action:

Executive Summary:

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 9.C
SUBJECT: Discussion and approval regarding Convention Center lighting. (Facilities)

Recommendation for Action: Staff recommends the city council approve proceeding with the solar retrofit in the amount of \$49,300.71 and authorize the city manager to execute any necessary contracts.

Executive Summary:

Overview

The existing parking lot lighting has experienced failures associated with aging electrical infrastructure. Recently, as a short-term solution, the city has relied on portable light plants for nighttime events while evaluating permanent alternatives. The original Council presentation compared full hardwiring, solar conversion, and a hybrid approach; several of the earlier cost ranges were planning estimates rather than contractor quotes.

Key Issues

- Aging lighting system (estimated original installation ~1970s)
- Underground electrical failures (shorting/grounding)
- Inconsistent lighting across parking areas
- Increasing public safety concerns

Risk Considerations

- Trip and fall hazards
- Reduced pedestrian and vehicular visibility
- Increased potential for liability claims
- Negative public perception of city facilities

Immediate Recommendation

Continue temporary portable lighting in critical areas to do the following:

- Improve visibility
- Reduce immediate safety risks
- Provide interim coverage while long-term solutions are developed

Long-Term Solution Options

Full Electrical Rewire

- Replace underground wiring and repair poles
- Highest reliability, highest cost

Hardwire Alternative – Lone Star Global I&E Services

Tony Paddie, Director of Automation, provided preliminary ballpark guidance by email. These figures are not firm bids; a site visit is required for an accurate price.

- Approximately \$200,000 rough ballpark conduit, wiring, LED lights and labor.
- Concrete repair/restoration would be an additional expense.
- These figures should be presented as preliminary contractor guidance, not site-specific quotations.

Solar Performance Clarifications

- Solar is independent of grid outages; its limitation is stored battery charge and available solar charging.
- Extended rain/heavy cloud cover can reduce runtime; uninterrupted full-night lighting under all conditions is not guaranteed.
- The quoted fixture relies on intelligent dimming/runtime management; no larger/external battery option was represented for that fixture.

Updated Solar Pricing

- LED Light Expert equipment quote: \$39,710.71 for Everan II 120W solar fixtures plus listed adapters, bullhorn mounts, and programmer.
- Labor quote: \$9,590.00 to replace the parking lot lights with City-furnished solar-powered lights.
- Known quoted solar total: \$49,300.71
- The LED Light Expert quote states a 3-year warranty.

Temporary Lighting Cost

The city continues to incur rental expenses for portable light plants at nighttime events. Staff reports that these rental costs can exceed the Convention Center's event-rental revenue for affected events.

- Four portable light plants are currently used for nighttime events.
- Rental: $4 \times \$120 = \480 per event.

- Approximate diesel: 4 × \$100 = \$400 per event.
- Direct cost: approximately \$880 per nighttime event, excluding employee overtime for setup/operation.
- At \$880 per event, approximately 56 nighttime events equal approximately \$49,280, before overtime.

Staff recommends proceeding with the solar retrofit as the practical and economical near-term solution. The city has approximately \$49,300.71 in quoted solar equipment and installation costs, compared with preliminary hardwire contractor ballparks of approximately \$200,000 plus concrete and asphalt restoration. Solar does not provide the same performance certainty as a fully hardwired system, but it addresses the current safety need without major underground reconstruction and can reduce recurring temporary lighting expenses.

Council Direction Requested

- Authorize staff to finalize the solar lighting package and installations and any contract executions.
- Continue temporary lighting only as necessary until the permanent parking-lot lighting improvement is operational.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Community Appearance, Improving Infrastructure

Budget Cost: \$49,300.71

Staff Contact: Reginald Cooper Neighborhood Code Enforcement

Attachments:

1. July 2026 Updated Quote
2. RG-120W-EVERAN-2
3. Install Quote_com051326estlights
4. Convention_Center_Lighting_Follow_Up_UPDATED

July 2026 Updated Quote

78-148	Tenon Adapter For 5 inch Square Pole, Light Pole Adapter for Slip Fit Mount, Black	\$ 47.99	17	\$ 815.83
78-194	Quad Bullhorn Mount Quad Tenon Adapter, 4 Light Pole Adapter for Slip Fit, Goes Over Tenon 2 3/8 inch, Black Color Options: Black Housing	\$ 190.99	8	\$ 1,527.92
78-198	Triple Bullhorn Mount Triple Tenon Adapter, 3 Light Pole Adapter for Slip Fit, Goes Over Tenon 2 3/8 inch, Black Color Options: Black Housing(78-198)	\$ 176.99	2	\$ 353.98
27-196	120W Everan II Series - Solar LED Street Light With Motion Sensor, 20,400 Lumens, Commercial Grade, 5000K, Black	\$ 804.63	46	\$ 37,012.98
79-301	Everan II Series - Remote Programmer For Solar Street Light, 1 Programmer Can Program Multiple Lights	\$ 85.99	0	\$ -
78-125	Tenon Adapter For 4 inch Square Pole, Light Pole Adapter for Slip Fit Mount, Black	\$ 47.99	0	\$ -
				\$ 39,710.71



PRODUCT DESCRIPTION

THE NEW STREET LIGHT IS A NEW PRIVATE DESIGN LED SOLAR STREET LIGHT, WITH A SLIM DESIGN AND A HIGHER CONVERSION EFFICIENCY. MONO-CRYSTALLINE PHOTOVOLTAIC SOLAR PANEL THAT CAUSE A 170LM/W EFFICIENCY ALLOWS US TO MEET NEW AND BETTER STANDARDS.

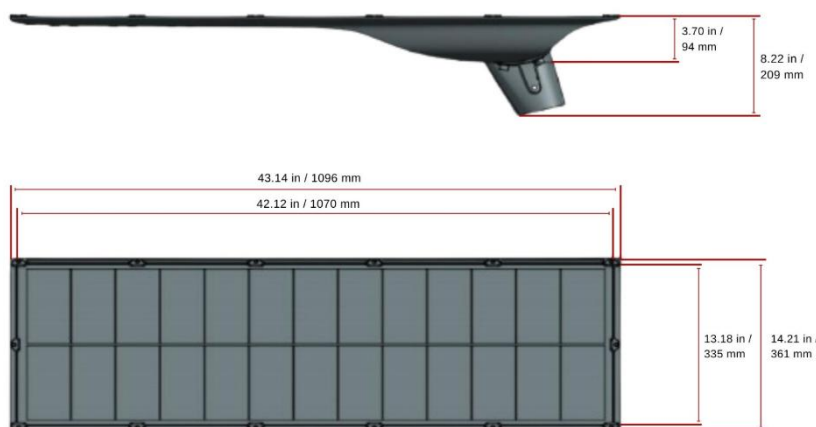


Part #: RGL-EVERAN-2-120W

PRODUCT FEATURES & COMMON USE APPLICATIONS

- ✓ Nice design with lighter weight, easier installation
- ✓ Shatterproof Rating: IK08
- ✓ The controller has dimming and timer options
- ✓ Battery life is longer with an 12 hour charge
- ✓ Easy to install and operate
- ✓ Energy saving, long lifespan
- ✓ Instant start, NO flickering, NO humming
- ✓ Green and eco-friendly without mercury
- ✓ Adjustable Beam Angle
- ✓ Street Lighting
- ✓ Outdoor landscaping light
- ✓ Building, The Hotel.
- ✓ Parking Lot

PRODUCT DIMENSIONS



LEGENDARY USA SUPPORT



US based
phone and online
customer support

DLC
CERTIFIED

5 YEARS
WARRANTY

UL
LISTED



Rugged Grade Lighting
Industrial Grade Solutions



888-953-2476
sales@ruggedgrade.com



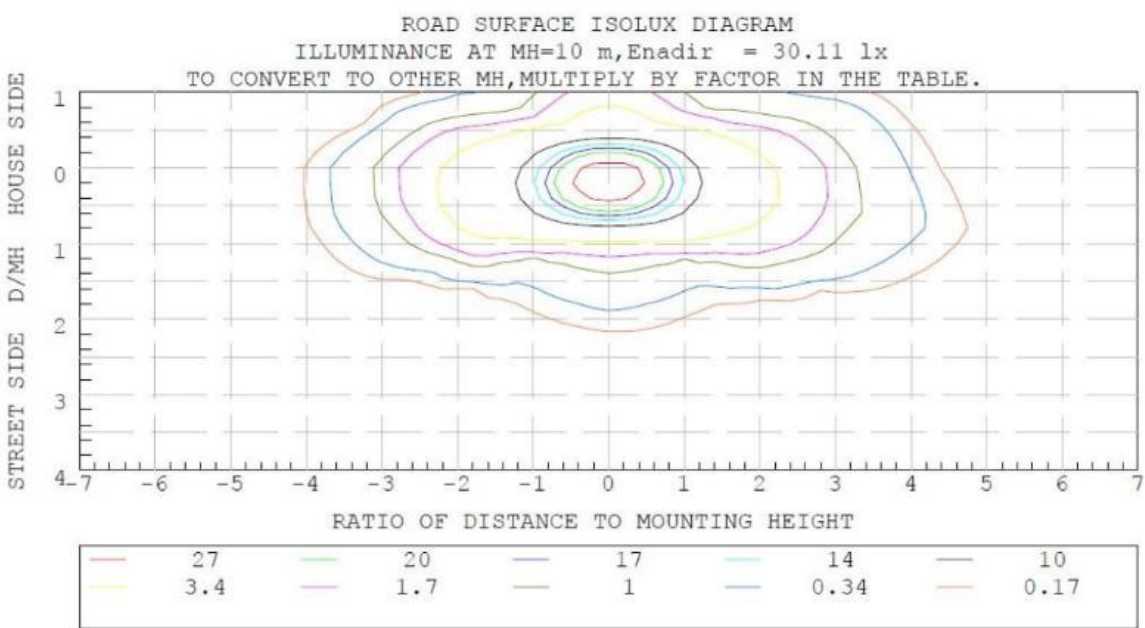
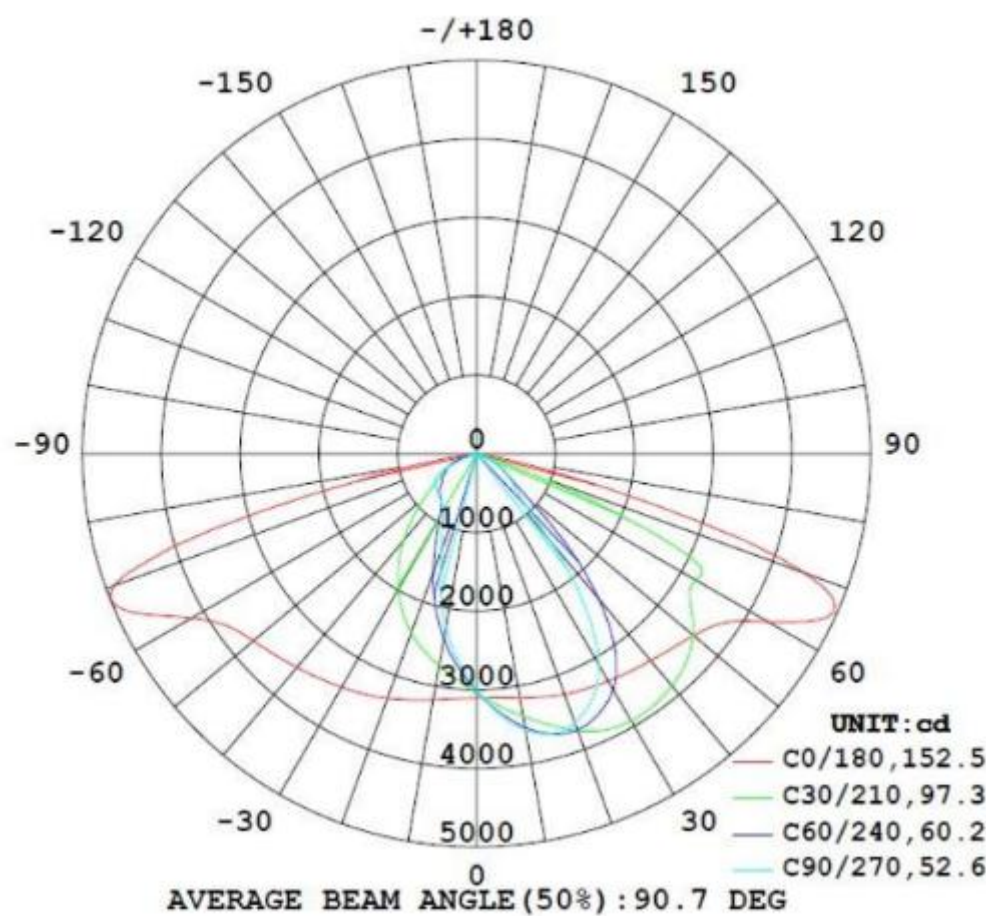
PRODUCT TECHNICAL SPECIFICATIONS

OPTICAL	Input Power (Tolerance: $\pm 10\%$)	120W
	Color Temperature	5000K
	Lumens	20,400 LM
	Efficacy (Tolerance: -3%)	170 LM/W
	CRI	Ra70
	Solar Panel Specs	65W /6V Monocrystalline silicon (Life span of 25 years, 80% efficiency)
	Battery Specs	32135 LiFePO4 3.2V 105 AH (336WH)
	Beam Angle (50%) (Tolerance: $\pm 15\%$)	150x65°
	Battery Capacity	336WH
	Charge Time	Full power >12 hours ,Intelligent mode 3-4 days (Affected by local use environment and sunlight)
ELECTRICAL	PF (Tolerance: -3%)	≥ 0.95
	THD (Tolerance: $+5\%$)	$\leq 20\%$
	Flicker Percent	$< 70\%$
	Driver Brand	RG
	Driver Model	RG-120W
	Dimming	Motion Sensor and timer control
	Optional Accessory	None
	LED Brand	Lumileds
	LED Type	LUXEON 3030
MATERIALS	LED QTY	200 PCS
	Housing	Aluminum Alloy
	Housing Color	Black, Grey
	Waterproof Rating	Wet(IP66)
	Mounting Height	5-8 M
	Pole Diameter	60 / 76 MM
	Operating Temperature	-10°C ~ 45°C
	Storage Temperature	-10°C ~ 35°C
	Operating Humidity	20% - 90% RH
OTHERS	Storage Humidity	10% - 95% RH
	Warranty	3 years warranty

PRODUCT ACCESORIES



PHOTOMETRICS



According to LB/T001-2008
U = Emin/Eavg = 0.272
Eavg = 27.52 lx

HEIGHT	FACTOR
5 m	4.000
6 m	2.778
7 m	2.041
8 m	1.563
9 m	1.235
10 m	1.000
11 m	0.826
12 m	0.694
13 m	0.592
14 m	0.510
15 m	0.444
16 m	0.391





PRODUCT FEATURES

1. The lamp adopts integrated structure design, with better heat dissipation design and longer life;
2. Using LUXEON 3030 lamp beads, the whole lighting effect is up to 170 LM/W;
3. The solar panel is made of Monocrystalline silicon, with a higher conversion efficiency, up to 18%, and a service life of up to 25 years;
4. Using the most advanced MPPT tracking control technology to improve system efficiency and reduce costs;
5. It has functions of light control, time control, dimming, intelligent power saving + morning light;
6. Solar controller built-in lightning protection module;
7. Using ternary lithium battery technology, the battery capacity is high;
8. 365 days uninterrupted power.
9. Three control model: **Time control + light sensor control + motion sensor control**

Time control: It can be divided into 5 time periods, which is more humane and energy-saving;

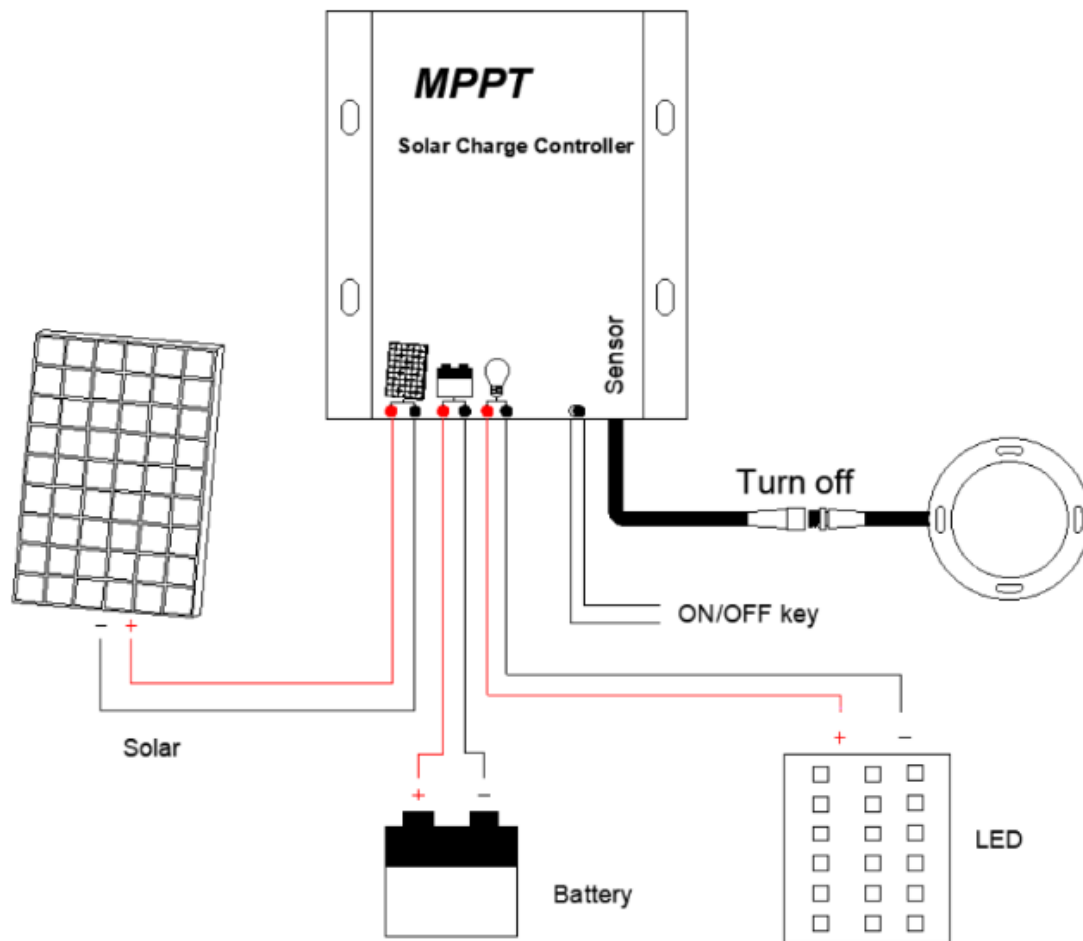
Light sensor control: When the evening comes, when the solar panel battery voltage is lower than 3V, the lamp will automatically turn on;

Motion sensor control: A motion-sensing energy-saving mode. When a moving object is sensed, the lamp will have 100% brightness; when no moving object is sensed, the lamp will be in a low-power and energy-saving state, with a brightness of 10%-100% (can be set)





INTERNAL WIRING & WARNING



1. Do not install in high temperature, closed and non-ventilated areas;
2. The installation location should not be installed under the tree or the place where there are obstructions. The solar panel must be exposed to sunlight in all directions;
3. When the product is stored in the warehouse, it needs to be charged and discharged every 3 months;
4. When the product is faulty, you need to find a professional to deal with it;
5. Eliminate scrapped products, must be handed over to the relevant departments for Centralized processing.



PACKAGING

Lamp body packing size:

Par NO.	Size	Net weight	Gross weight	Quantity
Carton	L1150*W430*H150MMmm L45.28*W16.93*H5.91Inch	8.8kg	10.3kg	1PC

Bracket packing size:

Par NO.	Size	Net weight	Gross weight	Quantity
Carton	L460*W360*H160MMmm L18.11*W14.17*H6.3Inch	5.6kg	6.3kg	6PCS



PRODUCT WARNINGS

- ✚ Please turn off power before install or change assembly parts.
- ✚ The input voltage and lamps should be matched, after connecting the power line.
- ✚ Please make sure the wiring section is insulated.
- ✚ Professionals must install and disassemble the lamps.
- ✚ Surge is the number 1 cause of LED light failure. Outdoor lights must have surge at fixture, pole, and breaker.
- ✚ Surge is the number 1 cause of LED light failure. Indoor lights must have surge at fixture and breaker.

PRODUCT TROUBLESHOOTING

Issue	Check points
Light Flickers	Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can lead to premature failure. Lights with photocells can have photocell tag from ambient light or light reflecting at the sensor. Simply cover the photocell completely and see if flickering continues while the photocell is covered. Call Tech Support for help if none of the above solves the issue.
Light does not work at all.	Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can lead to premature failure. If input voltage is not in the voltage range of the fixture, you will need to find the source of your input voltage issue. Call Tech Support for help if none of the above solves the issue.

For more technical information, install questions, troubleshooting help or warranty claims, we have a dedicated US Tech and Customer Support Team to help solve any issues you have and can be reached by email or phone. If you need help with any of our products, we are here for you so that you are never in the dark!

BETTER LIGHTS. BETTER SUPPORT.



Estimate

DATE	ESTIMATE #
5/13/2026	258

BILL TO	
City Of Marshall	
P.O. Box 698	
Marshall, TX 75671	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
maint	Labor and equipment to replace 46 light fixtures on 18 poles with solar powered units supplied by city Scope of work: Remove old lights and mounts, capoff wiring, install new mounts and lights in same configuration as old ones	1		9,590.00

Convention Center Parking Lot Lighting

Follow-Up Evaluation & Staff Recommendation

Updated Solar, Temporary Lighting & Hardwire Cost Information

Council Update

- Council previously reviewed hardwire, solar and hybrid alternatives for the failing parking lot lighting.
- Staff now has firm solar equipment and installation pricing and preliminary contractor guidance for full hardwiring.
- Temporary light plants continue to create recurring event costs without creating a permanent asset.
- Staff recommends moving toward a permanent solution while clearly presenting the tradeoffs.

Updated Solar Pricing

Equipment – LED Light Expert

Everan II 120W solar fixtures

20,400 lumens each; 5000K; motion sensor

Mounting hardware/programmer included

Quoted total: \$39,710.71

Quote states 3-year warranty.

Installation – Current Estimate

Replace 46 fixtures on 18 poles with City-furnished solar units

Remove old fixtures/mounts; cap wiring; install new mounts/lights

Quoted total: \$9,590.00

Known combined solar cost: \$49,300.71

Solar: Benefits and Limitations

Why Solar Remains Attractive

Bypasses deteriorated underground circuits.

No grid-power dependency for parking-lot fixtures.

Known equipment + installation pricing $\approx$ \$49,300.71.

Can reduce reliance on rented light plants.

Solar Lights: Installed at city park



Solar: Benefits and Limitations

Council Should Understand

Performance depends on battery charge and available sunlight.

Extended poor weather can reduce runtime.

Full-night output under every weather condition is not guaranteed.

No larger/external battery option represented for quoted fixture.

Hardwire – Contractor Ballpark

Reconstruction

Tony Paddie, Lone Star Global I&E Services, provided preliminary guidance based on a recent Longview project.

Rough ballpark: approximately \$200,000.

Concrete repair/restoration remains an extra expense.

These are contractor ballparks—not firm bids.

A Site visit is required for an accurate Marshall price.

Current Cost Comparison

Option	Current Cost	Important Note
Solar retrofit	\$49,300.71	Firm equipment + installation estimates; verify quantities/scope
Hardwire – rebuild	~\$200,000	Preliminary ballpark; concrete repair extra
Temporary light plants	~\$880/event + OT	4 × \$120 rental + 4 × ~\$100 diesel; employee overtime excluded

Temporary Lighting – Cost of Waiting

Nighttime events currently require 4 portable light plants.

Rental cost: $4 \times \$120 = \480 per event.

Approximate diesel: $4 \times \$100 = \400 per event.

Direct temporary-lighting cost: approximately \$880 per nighttime event before employee overtime.

At \$880 per event, about 56 nighttime events equal the current \$49,280 solar project cost—before overtime.

Temporary rentals solve the event-night problem but create no permanent City asset.

Staff Recommendation

- ❖ Proceed with the solar retrofit as the practical and economical solution to the current parking-lot lighting problem.
- ❖ Current quoted solar cost is approximately \$49,300.71 versus preliminary hardwire ballparks of approximately \$200,000, with concrete restoration additional.
- ❖ Solar has weather/charge limitations, but avoids major underground reconstruction and can substantially reduce recurring light-plant rental expense.

Council Direction Requested

Authorize staff to finalize the solar lighting scope and procurement path.

Retain full hardwire reconstruction as a future capital option if long-range facility planning warrants it.

Continue temporary light plants only as necessary until permanent parking-lot lighting is operational.



TO: City Council
DATE: August 13, 2026
ITEM #: 9.D
SUBJECT: Consider the approval of the FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. (Tourism & Main Street)

Recommendation for Action: Should the City Council agree with the Visit Marshall Advisory Board's recommendations, staff recommends that the Council make a motion to approve the Board's proposed funding allocations for the FY 2026 Hotel Occupancy Tax (HOT) Funds.

Alternatively, the Council may choose to discuss or modify the recommended allocations as deemed appropriate, as final approval of the HOT Fund distributions rests with the City Council. If changes are made, the Council's motion should identify and include a statement outlining any modifications to the Advisory Board's recommended allocations.

Executive Summary: The Visit Marshall Board reviewed and evaluated all applications submitted for Hotel Occupancy Tax (HOT) funding for Fiscal Year 2026. Based on eligibility and alignment with tourism development goals, the Board has prepared funding recommendations for City Council review and consideration.

FY 2026		
Applicant Organization	Event(s) Recommended for Funding	Board Recommendation
Josey Ranch	17 Events: Feb-Dec 2026	\$20,000
Marshall Regional Arts Council	7 Events: January-July 2026	\$1,500
Gobble Up the Cash Barrel Race	November 27-29, 2026	\$3,500
Piney Park	4 Events: December 11-26, 2026	\$8,000
Marshall Symphony Society	February 21, 2026	\$1,000

East Texas Performing Arts	Texas Sounds September 30 – October 5, 2026	\$5,000
Boogie Woogie Corporation	Boogie Woogie Fest 2026	\$5,000
East Texas Baptist University Athletics Acrobatics and Tumbling	April 9-12, 2026	\$8,000
Rüeggenbach Brewing Co – Rüeggenfest 2026	September 12, 2026	\$5,000
The Art Alliance, LLC	3 Events: May, June and December 2026	\$1,000
Caddo Kennel Club	May 8-10, 2026	Arena
	Total	\$58,000

Additional details and the Board's funding recommendations are attached for Council consideration.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Communication

Budget Cost: FY 2026 - \$60,000

Staff Contact: Lacy Burson, Tourism and Main Street Administrator

Attachments: 1. Hot Fund Grant Summary 2026

BACKGROUND

The Visit Marshall Advisory Board convened in April 2026 to review and evaluate applications for Hotel Occupancy Tax (HOT) funding for FY 2026 events. During these meetings, the Board carefully assessed each proposal and developed funding recommendations to City Council in accordance with the Texas Two-Step approval process.

All HOT grants are awarded on a reimbursement basis and require applicants to provide documentation demonstrating tourism impact and economic benefit following the event.

HOT FUNDING AVAILABLE

- FY 2026 Allocation: \$60,000

Following a full review, recommended awards for both fiscal years do not exhaust the total funds available, leaving a remaining balance in each year's HOT allocation.

APPLICATION REVIEW PROCESS

The Visit Marshall Board and staff evaluated all applications using the State of Texas two-step HOT review process, which ensures:

Step 1 – Statutory Eligibility

Each application must qualify under at least one of the seven state-authorized categories for HOT funding:

1. Construction or enhancement of convention centers or visitor information centers
2. Registration of convention delegates
3. Advertising and promotion to attract tourists and convention delegates
4. Promotion of the arts
5. Historical restoration and preservation projects or activities attracting tourists
6. Sporting events that substantially increase hotel activity
7. Enhancement or upgrading of sports facilities or fields that substantially increase hotel activity

Step 2 – Tourism Impact

Applications meeting an eligible category were then evaluated on:

- Expected overnight hotel room generation
- Demonstrated tourism draw beyond local participants
- Event size, attendance, and economic impact

- Completeness and quality of application materials

All awarded applicants must submit a post-event report detailing hotel nights, attendance, marketing impact, and economic activity prior to reimbursement.

APPLICATIONS REVIEWED

Applications were received from organizations hosting events that promote tourism across arts, sports, history, and entertainment sectors. Organizations reviewed included:

For 2026

- Josey Ranch
- Piney Park
- Caddo Kennel Club of Texas
- East Texas Performing Arts
- Gobble Up the Cash Barrel Race
- Marshall Symphony
- Marshall Regional Arts Council
- Boogie Woogie
- Rüeeggenbach Brewing Co.
- The Arts Alliance, LLC
- East Texas Baptist University - Athletics

Each organization submitted a separate application for each event held, consistent with HOT fund requirements. Staff reviewed each application for every event. Staff then made recommendation to the Visit Marshall Board for Each organization.

BOARD RECOMMENDATIONS

After completing the two-step eligibility and tourism impact evaluation, the Visit Marshall Board finalized recommended funding amounts for FY 2026. These recommendations fall within the available HOT allocations for the fiscal year.

Approval will allow Visit Marshall to process reimbursement-based grants for qualifying tourism-generating events in accordance with Texas HOT statutes.

HOT Fund Request and Recommendations FY 2026

FY 2026 Awards

<i>Organization</i>	<i>Event</i>	<i>Event Date</i>	<i>Requested</i>	<i>Staff Rec</i>	<i>Board Rec</i>
<i>Josey Ranch</i>	18 Events	Feb – Dec 2026	\$24,000	\$18,000	\$20,000
<i>Marshall Regional Arts Council</i>	7 Events	Jan -July 2026	\$16, 900	\$3,000	\$1,500
<i>Gobble Up the Cash Barrel Race</i>	18th Year Gobble Up the Cash Barrel Race	November 27-29, 2026	\$5,000	\$4,000	\$3,500
<i>Piney Park</i>	4 Events	December 11-26	\$20,000	\$10,000	\$8,000
<i>Marshall Symphony Society</i>	1 Events	Feb. 21 2026	\$5,000	\$1,000	\$1,000
<i>East Texas Performing Arts</i>	Texas Sounds International Country Music Awards	Sept. 30-Oct. 5, 2026	\$6,500	\$5,000	\$5,000
<i>Boogie Woogie Corporation</i>	Boogie Woogie Fest 2025	November 13-14, 2026	\$5,000	\$4,000	\$5,000
<i>ETBU Athletics-Acrobatics and Tumbling</i>	NCATA DIII Tournament	April 9-12, 2026	\$15,000	\$8,000	\$8,000
<i>Rüeggenbach Brewing Co</i>	Rüeggenfest 2026	Sept. 12, 2026	\$10,000	\$5,000	\$5,000
<i>The Arts Alliance, LLC</i>	3 Events	May, June, Dec. 2026	\$3,350	\$1500	\$1,000

<i>Caddo Kennel Club</i>	Caddo Kennel Club AKC Dog Show	Arena	Arena	Arena
Total		132,000	59,500	58,000



TO: City Council
DATE: August 13, 2026
ITEM #: 10.A
SUBJECT: 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 process of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.

Recommendation for Action: Convene in an executive session.

Executive Summary: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel - Annual evaluation of City Attorney.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Christol Hall, HR Director

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 10.B
SUBJECT: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Recommendation for Action: Convene in an executive session

Executive Summary: Discussion regarding matters related to the purchase, exchange, lease, sale or value of real property.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Terrell Smith, City Manager

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 11.A
SUBJECT: Consider action regarding discussion from the executive session.

Recommendation for Action:

Executive Summary:

Focus Area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: August 13, 2026
ITEM #: 11.B
SUBJECT: Consider action regarding discussion from the executive session.

Recommendation for Action:

Executive Summary:

Focus Area(s):

Budget Cost:

Staff Contact:

Attachments: None