



**NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
February 17, 2026 – 6:00 pm**

A quorum of the Marble Falls Economic Development Corporation
and the Planning & Zoning Commission may be present

Notice is hereby given that on the 17th day of February 2026 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, at which time the following subjects will be discussed:

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.**
"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
 - Update from the Marble Falls Convention and Visitors Bureau. *Kayla Gostnell, Tourism Manager*
5. **CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a statement of fact regarding the item; a statement concerning the policy regarding the item or a proposal to place the item on a future agenda.*
6. **CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
 - (a) Approval of the minutes of the February 3, 2026 regular meeting. *Christina McDonald, City Secretary*
7. **REGULAR AGENDA.** *Council will individually consider and possibly take action on any or all of the following items:*
 - (a) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$5,732,798.24 to perform work required

for the construction of the Fire Station No. 2 facility and offsite improvements and authorize the City Manager to execute the agreement. *Tommy Crane, Fire Chief*

- (b) Discussion and Action on an Operating Agreement for Western Region Radio System. *Russell Sander, Assistant City Manager*
- (c) Discussion and Action on Resolution 2026-R-02E determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Major Improvement Area of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto. *Caleb Kraenzel, City Manager*
- (d) Discussion and Action on Resolution 2026-R-02F determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Improvement Area #1 of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto. *Caleb Kraenzel, City Manager*
- (e) Discussion and Action on Resolution 2026-R-02G, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Major Improvement Area Project). *Caleb Kraenzel, City Manager*
- (f) Discussion and Action on Resolution 2026-R-02H, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District Improvement (The Highlands) Area #1 Project). *Caleb Kraenzel, City Manager*
- (g) Discussion and Action on Amendment No. 2 to the Construction Manager at Risk Agreement between the City of Marble Falls and MGC Contractors, Inc. related to the GMP-2 proposal for the construction of the One Water, Three (3) Million Gallon per Day

(MGD), Water Reclamation Plant in an amount not to exceed \$57,870,477.87. *Caleb Kraenzel, City Manager*

8. CITY MANAGER’S REPORT

- Traffic Control Committee Update

9. EXECUTIVE SESSION CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (*Private Consultation between the Council and its Attorney*) of the Open Meetings Act. *Tex. Gov’t Code*, Council will meet in Executive Session to discuss the following:

- Consultation with City Attorney regarding pending utility claim

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

12. ADJOURNMENT

The City Council reserves the right to retire into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, Section 321.3022 (Sales Tax Information).

This agenda has been reviewed and approved by the City of Marble Falls’ legal counsel, and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at 830.798.7060.

Certificate of Posting

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at City Hall, 800 Third Street, Marble Falls, Texas in a place convenient and readily accessible to the general public at all times, and posted at least **three full business days prior to the meeting date**, in compliance with HB 1522 and the Texas Open Meetings Act.



Christina McDonald, TRMC
City Secretary

February 17, 2026

6. CONSENT AGENDA

- (a) Approval of the minutes of the February 3, 2026 regular meeting. *Christina McDonald, City Secretary*
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STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS

On the 3rd day of February 2026, the City Council convened in regular session at 6:00 p.m. in the City Hall Council Chambers located at 800 Third Street, Marble Falls, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

<u>PRESENT:</u>	John Packer	Mayor	
	Craig Magerkurth	Mayor Pro-Tem	
	Lauren Haltom	Councilmember	
	Karlee Hubble	Councilmember	
	Griff Morris	Councilmember	
<u>ABSENT:</u>	Dee Haddock	Councilmember	(excused)
	Richard Westerman	Councilmember	(excused)
<u>STAFF:</u>	Caleb Kraenzel	City Manager	
	Russell Sander	Assistant City Manager	
	Christina McDonald	City Secretary	
	Josh Brockman Weber	City Attorney	
	Glenn Hanson	Police Chief	
	Trisha Ratliff	Assistant Police Chief	
	Tommy Crane	Fire Chief	
	Coy Guenter	Assistant Fire Chief/Fire Marshal	
	Christian Fletcher	EDC Executive Director	
	Jeff Prato	City Engineer	
	Scarlet Moreno	Director of Development Services	
	Hanna Kadow	Planner	
	Stacy Marberry	HLRECC Director	
	Lacey Dingman	Parks and Recreation Director	
	James Kennedy	Director of Public Works	
	Jay Everett	Assistant Director of Public Works	

VISITORS: Raymond Whelan (The Highlander), Liam Quinn (resident 903 3rd Street), Robin Rivers (R Bar), Steve Reitz (EDC Board President), Dave Rhodes (EDC Director and Council Candidate), Rod Wilson (1209 Ash Drive - Parks and Recreation Commission Candidate), Allison Smith (Texas Housing Foundation), Michael Beard (BETCO), Jim Berry (Parks and Recreation Commission Candidate -144 Slenderleaf Dr.), Luke Adkins and Oliva Coffi (Lake Up LLC), Nick Audino, Atty. (Texas Housing Foundation)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:00 p.m. and announced the presence of a quorum.

2. **INVOCATION.** Mayor Packer gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.**
Mayor Pro-Tem Magerkurth led the pledges.
4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS.** EDC Executive Director Christian Fletcher provided an update on the Marble Falls Economic Development Corporation.
5. **CITIZEN COMMENTS.** Mr. Liam Quinn (resident 903 Third Street) spoke against the addition of a deck on a business on Third Street stating the addition would eliminate three needed parking spaces. Mr. Quinn also noted that there is no ADA parking on the south side of Third Street. Ms. Robin Rivers (RBar) also addressed the limited parking and stated the addition of the deck would limit access.
6. **CONSENT AGENDA.**
 - (a) Approval of the minutes of the January 20, 2026 regular meeting.
 - (b) Approval of Resolution 2026-R-02A authorizing the conveyance of approximately 0.466 acres of real property defined by Burnet County as parcels #28775 and #28776, collectively, known as 1001 Main Street from the Marble Falls Economic Development Corporation to the City of Marble Falls and authorize the City Manager to execute all related documents.
 - (c) Approval of Resolution 2026-R-02B authorizing the dedication of 0.027 acres of City owned property located at the intersection of FM 1431 and US Hwy. 281 (Burnet County Property ID 28775) to the Texas Department of Transportation (TxDOT) for a traffic improvement project, and approval of TxDOT right-of-way documents, ROW-N-143 & ROW-N-14, required to facilitate the project and authorize the City Manager to execute all related documents.
 - (d) Approval of an Underground Agreement and dedication of an easement to the Pedernales Electric Cooperative (PEC) for all necessary appurtenances to provide electrical service for the Via Viejo High Service Pump Station improvements and authorize the City Manager to execute the easement documents.
 - (e) Approval of an appointment to the TIRZ Board No. 1: Danna Laine Doremus.
 - (f) Approval of Ordinance 2026-O-02A, an ordinance ordering a General Election to be held on May 2, 2026 for the purpose of electing three Councilmembers to serve for a term of two years.

Councilmember Haltom made a motion to approve the consent agenda. Councilmember Hubble seconded the motion. The motion carried by a vote of 5-0.

7. REGULAR AGENDA.

- (a) Public Hearing, Discussion, and Action on Ordinance 2026-O-02C regarding a Conditional Use Permit for approximately 0.16 acres of land, located at the northeast corner of Trinity Street and Pecan Valley Drive Lot 12, Block 294, out of the City of Marble Falls Original Township, Burnet County, Texas, to allow for the proposed use of duplexes within the Existing Neighborhood Zone 2 (ENZ.2) Zoning District.** Hanna Kadow, Planner addressed Council. Mayor Packer opened the public hearing. Joe Adkins (Developer – Lake Up LLC) addressed Council. There being no discussion, Mayor Packer closed the public hearing. Mayor Pro-Tem Magerkurth made a motion to act favorably on Ordinance 2026-O-02C. Councilmember Morris seconded the motion. The motion carried by a vote of 5-0.

Councilmember Morris recused himself from Items 7(b) and 7(c) due to his position as a compensated board member of the Texas Housing Foundation. City Secretary Christina McDonald acknowledged receipt of the filed Conflict of Interest Affidavit.

- (b) Public Hearing, Discussion, and Action on Ordinance 2026-O-02D regarding a Conditional Use Permit for approximately 3.088 acres of land, located at the southeast corner of Broadway Street and Avenue N comprised of Lots 1, 2, 11, and 12, Block 150, Seventh Street south of Lots 1 and 2, Block 150, Lots 7-12, Block 165, Sixth Street south of Lot 12, Block 165, Lot 7-A, and Lots 7-12, Block 172, out of the City of Marble Falls Original Township, Burnet County, Texas, to allow for the proposed use of Housing and Services for the Aging within the Neighborhood Commercial (NC) zoning district.** Scarlet Moreno, Director of Development Services addressed Council. Mayor Packer opened the public hearing. Allision Smith, Texas Housing Foundation responded to questions from Council. Dave Rhodes provided a statement regarding the adjacent baseball field lighting and suggested traffic impact of the proposed housing be considered. Councilmember Haltom and Hubble asked questions pertaining to the rental rate structure. There being no further discussion, Mayor Packer closed the Public Hearing. Mayor Pro-Tem Magerkurth made a motion to act favorably on Ordinance 2026-O-02D. Mayor Packer seconded the motion. The motion carried by a vote of 4-0.

- (c) Discussion and Action on Resolution 2026-R-02C in support of age restricted residential housing community located at the northeast corner of Fifth Street and Avenue N.** Scarlet Moreno, Director of Development Services addressed Council. Mayor Pro-Tem Magerkurth made a motion to approve Resolution 2026-R-02C. Mayor Packer seconded the motion. The motion failed by a vote of 2-2, with Councilmember Haltom and Hubble voting against.

- (d) Discussion and Action on appointments to Place 4 and 6 of the Parks and Recreation Commission.** Christina McDonald, City Secretary addressed Council stating that staff has

five applications (Jim Berry, Charles Watkins, Ericka Easley, Rob Wilson and Andy Adams) on file to be considered for appointments to Place 4 and Place 6. Jim Berry and Rod Wilson were present. Councilmember Haltom moved to appoint Jim Berry to Place 4 and Rod Wilson to Place 6 of the Parks and Recreation Commission. Councilmember Hubble seconded the motion. The motion carried by a unanimous vote (6-0).

(e) Discussion and Action on Ordinance 2026-O-02B, an ordinance amending the Code of Ordinances of the City of Marble Falls, Texas, Chapter 26 (Utilities), Article V (Rates and Charges), Division 2 (Water and Sewer), Section 26-136 (Water Service), Subsection (4) establishing a rate for water service provided by the City outside the City limit. Caleb Kraenzel, the City Manager, presented the 2020 water and wastewater rate study. Council reviewed the costs of providing water service—including infrastructure, capital improvements, debt service, operations, administrative costs, and system capacity impacts—while noting that customers outside the city limits do not contribute via ad valorem taxes. Alternative rate options were also considered. After resident Dave Rhodes expressed support for keeping the proposed multiplier at 1.35, Mayor Pro-Tem Magerkurth moved to approve Ordinance 2026-O-02B, setting outside-city water rates at 1.35% above the inside-city rate. Councilmember Hubble seconded, and the motion passed unanimously (5-0).

(f) Public Hearing, Discussion and Action on Resolution 2026-R-02D, finding and reaffirming that a public necessity exists and authorizing condemnation to acquire fee acquisition of property for municipal purposes to make street and pedestrian improvements and other public uses in real properties, as portions or whole of tracts of land, generally described as 0.304+/- acre parcel located at the southwest corner of US Highway 281 and 2nd Street and southeast corner of 2nd Street and Avenue H (704-708 2nd Street and 114-120 US Highway 281), being Lot 13 and a portion of Lots 11, 12, and 14, Block 1, City of Marble Falls, Burnet County and as generally described in Record Number 202310028 of the official public records of Burnet County, Texas and identified in Burnet County Appraisal District Property Identification No. 28270. Said properties owned wholly by Jason A. Coleman and Leslie A. Coleman. Caleb Kraenzel, City Manager addressed Council. Mayor Packer opened the public hearing. There being no discussion, Mayor Packer closed the public hearing. Mayor Pro-Tem Magerkurth moved to approve Resolution 2026-R-02D. Councilmember Morris seconded the motion. The motion carried by the following roll call vote (5-0):

Mayor Paker	Aye
Mayor Pro-Tem Magerkurth	Aye
Councilmember Morris	Aye
Councilmember Haltom	Aye
Councilmember Haddock	Absent and Not Voting
Councilmember Hubble	Aye
Councilmember Westerman	Absent and Not Voting

8. **CITY MANAGER’S REPORT.** City Manager Caleb Kraenzel provided a report on the recent Winter Storm.

9. **EXECUTIVE SESSION CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION** Pursuant to §551.071 (*Private Consultation between the Council and its Attorney*), Pursuant to §551.072 (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*), and Pursuant to §551.087 (*Deliberation Regarding Economic Development Negotiations*) of the Open Meetings Act. *Tex. Gov’t Code*, Council will meet in Executive Session to discuss the following:

- Acquisition of real property
- Consultation with City Attorney regarding the One Water Project

7:43 p.m. Council convened to Executive Session

8:16 p.m. Council returned to Open Session

10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** No action was taken.

11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** Staff reviewed the February 17 draft agenda with Council.

12. **ADJOURNMENT.** There being no further business to discuss, Councilmember Haltom moved to adjourn. Councilmember Hubble seconded the motion. The meeting was adjourned at 8:40 pm.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

February 17, 2026

7. REGULAR AGENDA

- (a) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$5,732,798.24 to perform work required for the construction of the Fire Station No. 2 facility and offsite improvements and authorize the City Manager to execute the agreement.
Tommy Crane, Fire Chief
-



Council Agenda Item Cover Memo
February 17, 2026

Agenda Item No.: 7(a)
Presenter: Thomas Crane, Fire Chief
Department: Fire Department
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$5,732,798.24 to perform work required for the construction of the Fire Station No. 2 Facility & Offsite Improvements and authorize the City Manager to execute the agreement.

BACKGROUND INFORMATION

The project consists of construction of an approximately 8,500 square foot Fire Station and offsite transportation and water improvements. This is to be constructed within the vicinity of the future Thunder Rock Blvd, and Flatrock Blvd intersection within the Thunder Rock Development. A map has been provided showing the exact location.

The City is pursuing the construction of a new Fire Station (Station 2) to enhance emergency service delivery and maintain high levels of public safety throughout the community.

Currently, portions of the service area fall outside the optimal five-mile response radius from an existing fire station, resulting in a Split ISO Classification (3X). A 3X classification has high insurance costs for homeowners.

Construction of a new station strategically located on the south side of the bridge would place all residential properties within five miles of a fire station, allowing the City to transition from a Split ISO 3X rating to a uniform ISO Class 3 rating resulting in savings for the residents.

In addition to improving the City's Insurance Services Office (ISO) rating, the proposed location would significantly enhance emergency response times to the southern portion of the community, particularly in areas impacted by bridge access constraints.

The proposed facility would also be designed to:

- House an ambulance and assigned EMS personnel, increasing emergency medical service capacity and readiness.
- Provide dedicated workspace for Police Department personnel, allowing officers to complete reports and conduct patrol-related duties without returning to the main station, thereby increasing efficiency and field presence.

This project supports the City's ongoing commitment to public safety, operational efficiency, and strategic growth planning as identified in the Comprehensive Plan.

The alternate bid includes Furniture and Fixtures, Generator, Propane Tank, Personal Protective Equipment (PPE) Extractor, and Self-Contained Breathing Apparatus (SCBA) Fill Station.

During the early design phase, it was anticipated that these items could be procured independently at a lower cost. However, the alternate bid pricing was received at a cost equal to or less than the projected independent procurement costs. As a result, acceptance of the alternate bid items represents the most cost-effective and efficient option for the project.

The City conducted a competitive sealed bid process for this project and received a total of nine (9) bids. The bids were publicly opened and read aloud on Friday, January 16th at 9:30 am.

A summary of the bids has been provided below organized from lowest to highest total bid amount:

	Bidder	Base Bid	Alternate Bid	Total Bid
1	Synergy Commercial Construction	\$5,087,721.00	\$347,899.00	\$5,435,620.00
2	Trimbuilt Construction	\$5,076,616.82	\$383,191.03	\$5,459,807.85
3	Cerris Builders	\$5,567,000.00	No Bid	\$5,567,000.00
4	Construction LTD	\$5,304,678.69	\$406,223.27	\$5,710,901.96
5	Noble General Contractors, LLC	\$5,498,623.00	\$262,900.00	\$5,761,523.00
6	G. Creek Construction	\$5,857,100.00	\$235,680.00	\$6,092,780.00

7	STR Constructors, Ltd.	\$5,797,027.46	\$637,552.00	\$6,434,579.46
8	OPREX Construction	\$5,690,848.43	\$873,284.12	\$6,564,132.55
9	HCS	\$5,957,205.00	\$615,000.00	\$6,572,205.00

The Architect's Opinion of Probably Construction Cost (OPCC) for the facility was received on May 8th, 2025, and estimated to be \$7,336,588.00.

After careful consideration of the bids received, City staff are recommending Trimbuilt Construction, Inc., as the best value bidder.

The proposed not to exceed amount within this memo has been calculated based on the following formula below. This includes a five (5) percent contingency.

Total Reconciled Bid * (1.05) = Recommended Approval Amount

\$5,459,807.85(1.05) = **\$5,732,798.24**

BUDGET IMPLICATIONS		
<input checked="" type="checkbox"/> Current Budget	<input type="checkbox"/> New Budget Request	<input type="checkbox"/> Non-Budgetary

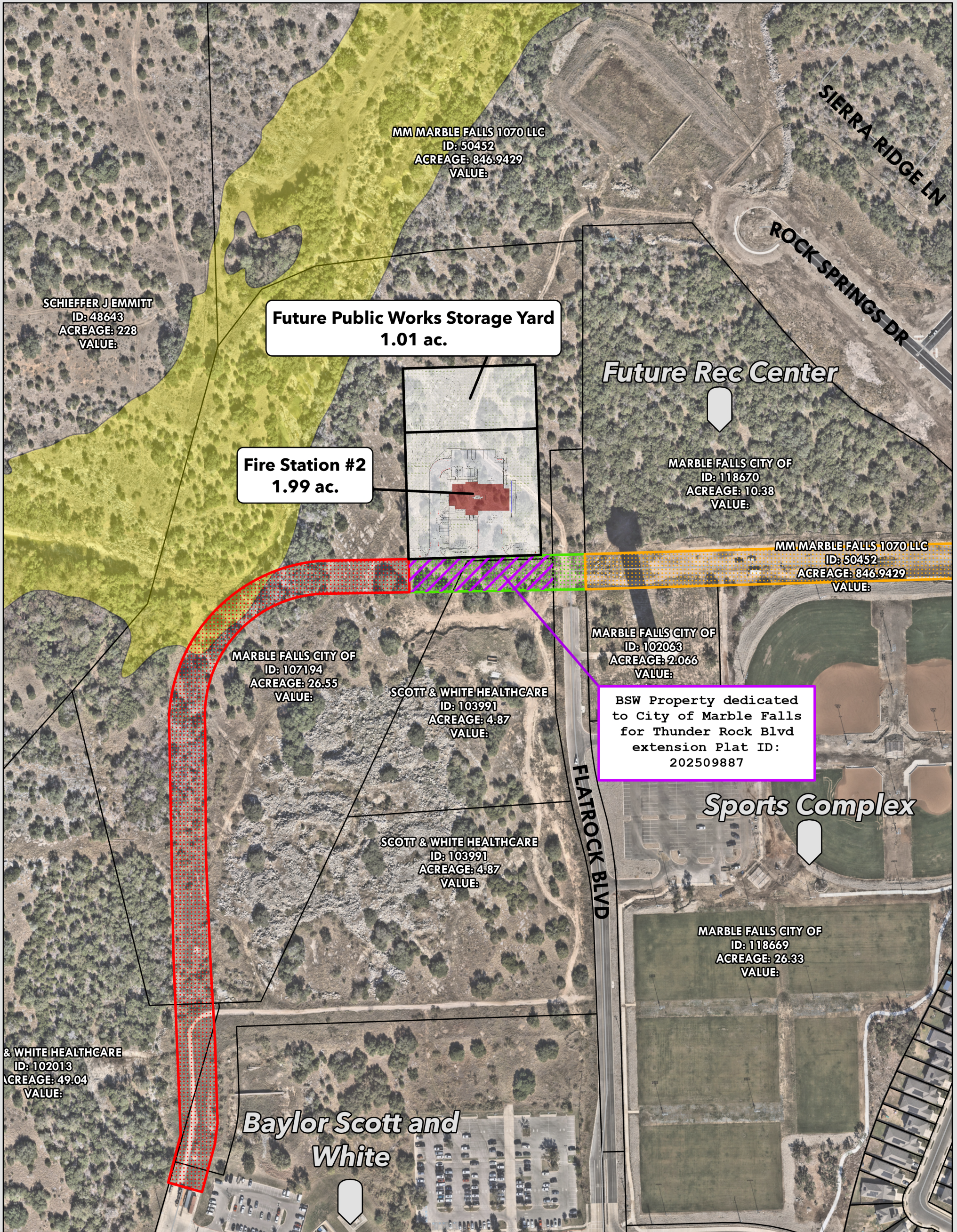
This project is being funded in its entirety through Fund 68 (General Fund) within the Capital Funds Budget.

STAFF RECOMMENDATION

Based on the experience and bids submitted, staff recommend the award of the best value bid agreement to Trimbuilt Construction, Inc. in an amount not to exceed \$5,732,798.24 and authorize the City Manager to execute the agreement.

Thunder Rock Blvd Extension

Fire Station #2 Alignment

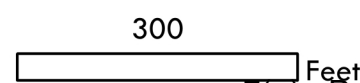


Legend




- City Extension
- Future Extension
- Thunder Rock Extension
- ROW Dedication
- Property Ownership (BCAD)



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of features and boundaries.

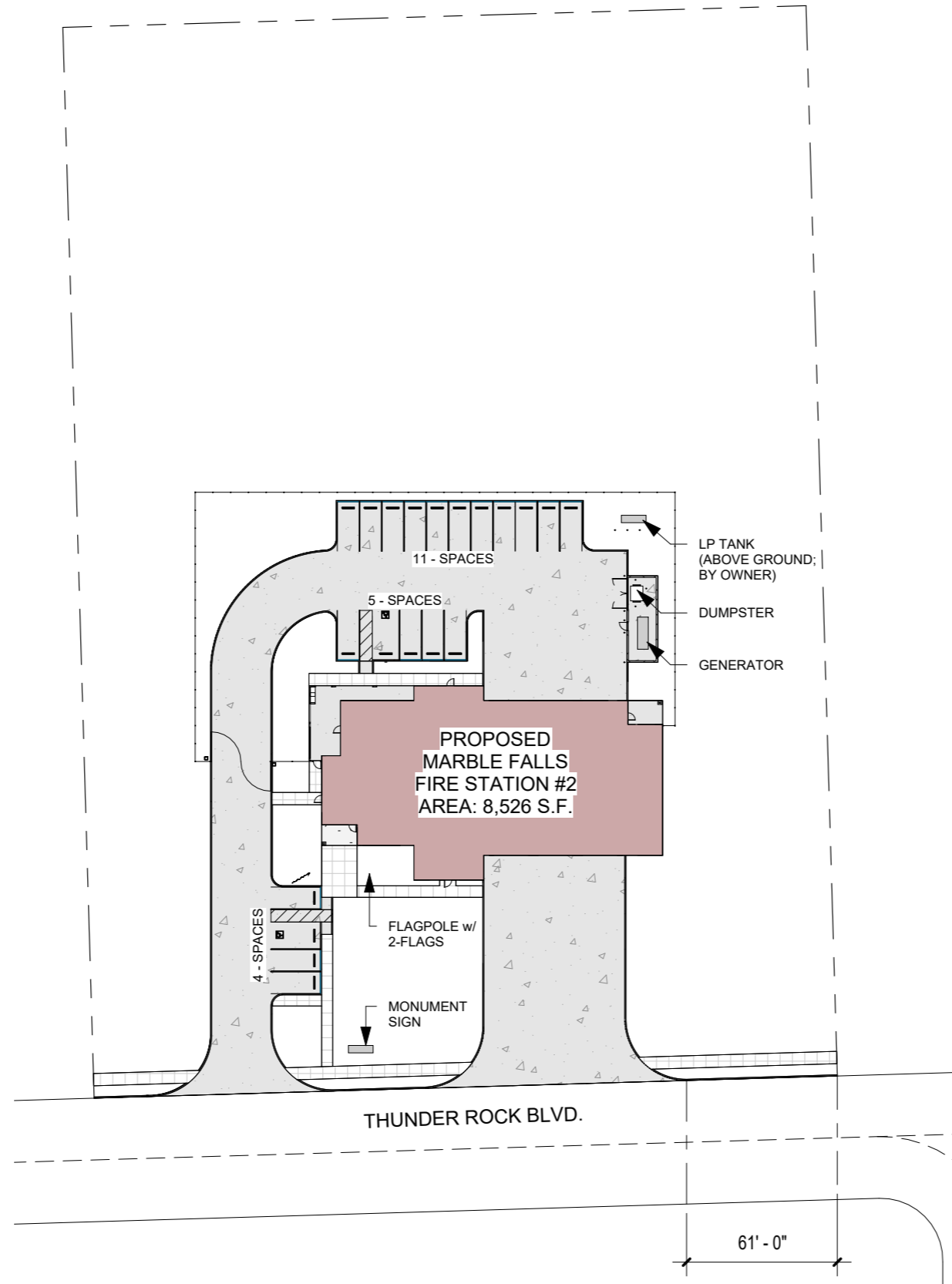


LEGEND

-  CONCRETE
-  PAVING
-  ZERO-SCAPE LANDSCAPING

PARKING:

- OPTION-1: 20 TOTAL
- OPTION-2: 35 TOTAL





January 23, 2026

Jeff Prato, P.E., City Engineer
City of Marble Falls Engineering Department
110 Avenue H., Suite #206
Marble Falls, TX 78654

RE: (CIPFC-20250204) Fire Station #2 – Bid Review & Contractor Recommendation

City of Marble Falls Board,

It is the recommendation of the Building Committee to proceed into contract negotiations with **Trimbuilt Construction**. Construction documents were used by prospective contractors to understand the scope of work to construct a new administration building to be located at **1500 Thunder Rock Blvd**, in Marble Falls.

The committee scored qualifications submitted on January 16, 2026. The scores for the nine (9) submitted contractors ranged from 48 to 65 out of 125 available points.

After reviewing proposals, and confirmation of qualifications, Trimbuilt Construction scored as the highest qualified proposer as outlined in the published criteria matrix with a total score of 65. Therefore, it is our recommendation that Trimbuilt Construction be awarded the project as General Contractor.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ricardo Martinez", is written over a horizontal line.

Ricardo Martinez, AIA
Martinez Architects, LP
Principal | Martinez Architects, LP

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Marble Falls** (“Owner”) and **Trimbuilt Construction, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Site preparation, excavation, grading, water, wastewater, transportation, and facility construction.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of an approximately 8,500 square foot Fire Station Facility and offsite transportation and water improvements.**

ARTICLE 3—ARCHITECT

3.01 The Owner has retained **Martinez Architects, LP** (“Architect”) to act as Owner’s representative, assume all duties and responsibilities of Architect, and have the rights and authority assigned to Architect in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the **Architect**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Work will commence no sooner than the date established in the Notice to Proceed, and shall be completed by the date defined in Section 4.03 herein.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **375** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **400** calendar days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed as identified in the construction schedule.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$5,459,807.85.**
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **last day** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Five percent (5%)** of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Architect, and if the character and progress of the Work have been satisfactory to Owner and Architect, then as long as the character and progress of the Work remain satisfactory to Owner and Architect, there will be no additional retainage.
- B. Upon Final Completion and acceptance of the Work, Owner shall pay retainage to Contractor on the final Contractor's Application for Payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest in accordance with Chapter 2251 of the Texas Local Government Code.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) consisting of **118** sheets with each sheet bearing the following general title: **Fire Station No. 2**.
 7. Addenda (not attached but incorporated by reference) numbers **1 to 7** inclusive.
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **February 18th, 2026** (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Attest: _____
(individual's signature)
Title: _____
(typed or printed)
Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Address:

Phone: _____
Email: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Trembault Construction Inc.
(typed or printed name of organization)
By: _____
(individual's signature)
Date: 2-09-26
(date signed)
Name: Larry Ruckett
(typed or printed)
Title: President
(typed or printed)
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____
(individual's signature)
Title: Larry Ruckett President
(typed or printed)
Address for giving notices:
12500 North Lamar
Austin, Texas 78653 78753
Designated Representative:
Name: Larry Ruckett
(typed or printed)
Title: President
(typed or printed)
Address:
12500 North Lamar
Austin, Texas 78753
Phone: 512-233-4634
Email: lruckett@trembuilt.com
License No.: n/a
(where applicable)
State: TX

February 17, 2026

7. REGULAR AGENDA

(b) Discussion and Action on an Operating Agreement for Western Region Radio System. *Russell Sander, Assistant City Manager*



Council Agenda Item Cover Memo
February 17, 2026

Agenda Item No.: 7(b)
Presenter: Russell Sander, Assistant City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on an Operating Agreement for Western Region Radio System.

BACKGROUND INFORMATION

The Western Region Radio System is the radio system network used by public safety agencies and other city services. The radio system is interfaced to the Greater Austin/Travis Regional Radio system, which allows public safety agencies to communicate with agencies across the state during large scale incidents or disasters. Currently, the system is managed by an Executive Committee that is comprised of the County Judges from Burnet, Blanco, and Llano Counties along with the Mayor of Marble Falls. The day-to-day operations are handled by an operational committee.

The City of Marble Falls is a participant in the regional radio communications system formerly governed by the *Operating Agreement for the Western Counties VHF Trunked Radio System*, originally executed in 2013. Since that time, the system has evolved technologically and operationally, including integration with the Greater Austin/Travis Regional Radio System and adoption of Project 25 (P25) standards. The existing agreement no longer fully reflects current operations, governance practices, or legal standards.

The proposed Operating Agreement for the Western Region Radio System (WRRS) replaces the 2013 agreement and updates the governing framework to reflect current conditions. Key changes include:

- Modernization of the agreement to reflect a P25-compliant regional radio system and current interoperability standards.
- Simplification of governance by establishing one vote per member, with unanimous consent required only for major asset transfers.
- Adds the Emergency Management Coordinator for the Texas Department of Transportation as a member of the Executive Committee. Through a separate agreement, TXDOT will fund the service agreements for the radio towers.

- Streamlined budgeting and cost allocation based on annual subscriber counts, removing outdated startup budgets and exhibits.
- Clarification of management roles and responsibilities, including day-to-day operations by the WRRS Manager under Executive Committee oversight.
- Significant strengthening of legal protections, including updated exculpation and indemnification provisions that preserve governmental immunity and reduce liability exposure.
- Removal of obsolete or high-risk provisions, including membership forfeiture, arbitration requirements, and outdated performance enforcement mechanisms.

BUDGET IMPLICATIONS		
<input type="checkbox"/> Current Budget	<input type="checkbox"/> New Budget Request	<input checked="" type="checkbox"/> Non-Budgetary

STAFF RECOMMENDATION

Staff recommends approval of the agreement.

Attachments:

- Operating Agreement for Western Regional Radio System

Operating Agreement for Western Region Radio System

This Operating Agreement of the Western Region Radio System is organized pursuant to the Texas Statewide Interoperability Channel Plan (TSICP) plus applicable state law (Tex. Gov Code Ch 791 and Tex. Gov. Code Chapter 421.096) to provide a governmental function or service that each party to the contract is authorized to perform individually; and is entered into and shall become effective as of the Effective Date by and amongst the Western Region Radio System participants. The participants include the Texas Department of Transportation (TxDOT), Blanco, Burnet and Llano Counties and the City of Marble Falls executing this Agreement as Members. It is the express intention of the Members to replace the previous agreement signed into effect on October 1, 2013 titled "Operating Agreement for Western Counties VHF Trunked Radio System". All provisions of this document shall be construed consistent with the described intent of the Members, to manage a Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement be in accordance with the City of Austin GATRRS Agreement, and be within the design specifications of the Engineering Specifications of the system manufacturer. Accordingly, in consideration of the conditions contained herein, the Members agree as follows:

Definitions in this Agreement

Agreement Name – Western Region Radio System (**WRRS**)

Auditor – Auditor of Burnet County.

Chief Executive Member - Burnet County unless and until modified by the Executive Committee

Executive Committee – The County Judges of Blanco, Burnet, Llano, the Mayor of the City of Marble Falls and the Emergency Management Coordinator for the Texas Department of Transportation or their designee.

Local Members – The Counties of Blanco, Burnet, Llano, and the City of Marble Falls

Operational Committee – The **WRRS** Manager and one appointed representative from Blanco County, Burnet County, Llano County, the City of Marble Falls, and the Texas Department of Transportation. The operational committee appointees are responsible to maintain access to and control of the towers for their respective local members.

Project 25 (P25) - A public safety oriented digital Land Mobile Radio standard defined by Telecommunications Industry Association standard TIA-102

TxDOT- The Texas Department of Transportation

Western Regional Radio System (WRRS) – A Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement Between City of Austin and Burnet County", effective May 23, 2013.

WRSS Manager – Hired by Burnet County by recommendation of the Executive Committee. This person carries out the duties of this agreement and the duties of the Burnet County WRRS Job Description. This person is subject to Burnet County policies.

Article I

Organization

1 Formation

The Members establish this operating agreement outlining the guidelines for the management of assets, expenditures, and revenue to support the **WRRS**. The purpose of this action is to maintain and sustain a sound organization to efficiently operate the **WRRS**.

2 Office and Agent

The location for communication and billing is the Burnet County Auditor at the Burnet County Courthouse Annex on the Square at 133 E Jackson St., Burnet, TX 78611. Accounting records shall be maintained at this location.

1.3 Tower Ownership

The County and City Members own the respective towers and equipment within their respective geographic boundaries, and share the cost of maintenance and capital improvements to ensure the tower system operation and interoperability.

Article II

Capital Contribution and Expenses

2.1 Method of Finance

For financial accounting, net Expenses and the Annual Budget shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's radio subscriber count in the **WRRS**. The percentage for the budget purposes will be determined annually for each member during the budget meeting of the Executive Committee by the number of subscribers to the WRRS for each member.

2.2 Contribution of Revenue

Revenue available to WRRS by each local member is based on the number of units subscribing to the use of the towers. The members may bill subscribers or use alternative sources of revenue to support the **WRRS**. TxDOT will pay costs and maintain the software upgrade agreements on all towers in the WRRS.

2.3 Expenses

For financial accounting, net EXPENSES shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the WESTERN COUNTIES VHF TRUNKED RADIO SYSTEM.

2.4 Payment

Each bill or invoice to members by the Burnet County Auditor is required to be paid within 30 days of receipt.

Article III

Management

3.1 Management of the WRRS

(a) Management - The Executive Committee manages the **WRRS**. The Executive Committee appoints one Chief Executive Member. The Chief Executive Member is currently the Burnet County Judge who will serve until replaced by the Executive Committee by majority vote of the Members.

(b) Operations - Day to day operations shall be conducted by the **WRRS** Manager, who will have the authority to request purchase orders, verify expenses and initiate contract procurements for goods and materials needed for operations or **WRRS**. The Burnet County Auditor will evaluate purchasing, procurement and manage processes for payment. The Burnet County Auditor is responsible to certify if any expenditure is within the budget.

(c) Systems Management – Each Member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the **WRRS**.

(d) Personnel or Contractor – If the executive board authorizes and budgets a full-time equivalent position as WRRS Manager, then the position will be an employee of Burnet County unless otherwise designated by the executive committee. The executive committee will conduct interviews and recommend one or more candidates for Burnet County to select from. The authority to hire from the recommended list and/or fire the WRRS manager will be solely with Burnet County. The Executive committee may choose to contract the management of the WRRS.

3.2 Members

The liability of the Members shall be limited as provided pursuant to state law and this Operating Agreement. Members may take part in the control, management, direction, or operation of the **WRRS**'s affairs and shall have powers to bind the **WRRS** only if approved by a majority vote of the Executive Committee. Any agreements must be signed by the Chief Executive Member or all Members either in person or by a delegated representative chosen by the Members. At any time, it is found the **WRRS** is not within the budget the Executive Committee is to be notified in writing within three working days.

3.3 Voting

Each member votes on all matters. and will receive a single vote with a simple majority carrying the matter voted upon unless the matter calls for a unanimous vote.

- (a) Any decision that involves a transfer of an asset, property or the acquisition of another asset must have the unanimous consent of all members.

3.4 Matters on Which to Vote:

- (a) The sale, lease or other disposition of the **WRRS**'s assets.
- (b) The purchase or other acquisition of other assets of all kinds.
- (c) The management of all or any part of the **WRRS**'s assets.
- (d) The selection of firms or corporations for the operation and management of the **WRRS**'s business.

In the exercise of their management powers, the Members are authorized to execute and deliver:

- (e) All contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the **WRRS**'s assets.
- (f) All checks, drafts and other orders for the payment of the **WRRS**'s funds.
- (g) Any other agreements required or authorized by state law.

In addition, Executive Members may delegate a representative from within the member's agency in place to vote and perform duties as the member under the following:

- (a) A written Authorization of Representation is provided to the members on an agency letterhead.
- (b) The representation period does not exceed 2 years per authorization.

Each member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the **WRRS**.

3.5 Western Region Radio System Information

Upon request, the Chief Executive Member shall supply to any member information regarding the **WRRS** or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the **WRRS** or its activities.

3.6 Records

The Members shall cause the **WRRS** to keep at its principal place of business or at another location agreeable by the Members, the following:

- (a) A current list of the members including the full name of the contact person and the current mailing and street address of each Member;
- (b) A copy of the Interlocal Agreement for **WRRS** and all amendments;
- (c) Copies of the **WRRS** reports, decisions or other documents by the Executive Committee for the three most recent years (if any);
- (d) Copies of any financial statements of the **WRRS** for the three most recent years.
- (e) separate capital accounts for each member.

3.7 Individual Member Records

(a) Members shall maintain their own capital and revenue accounting records. Members accounts can be affected by additional capital contribution made by each member or by any additional funds required to cover actual costs of operating the **WRRS**. Capital account shall be determined and maintained in the manner set forth by the Executive Committee. The accounts can be affected by any additional capital contribution made by each member or by any additional funds required to cover actual cost of operating the **WRRS**.

3.8 Exculpation And Limitation Of Liability

To the extent permitted by Texas law, including but not limited to Texas Government Code Chapter 791 and the Texas Tort Claims Act, no Member, nor any officer, director, employee, or authorized representative of a Member acting within the scope of their authority on behalf of the **WRRS**, shall be liable to the **WRRS** or to any other Member for any loss, damage, or liability

arising from any act or omission undertaken in the performance of their duties under this Agreement, provided that such act or omission:

- (a) Was taken in good faith with the reasonable belief that it was in, or not opposed to, the best interests of the WRRS;
- (b) Did not constitute gross negligence, willful misconduct, fraud, intentional wrongdoing, or a violation of criminal law;
- (c) Did not breach a specific fiduciary duty or express obligation set forth in this Agreement; and
- (d) Was within the scope of authority granted under this Agreement and applicable law.

This exculpation shall not:

- Limit any Member's statutory duties or obligations under Texas law;
- Waive any governmental immunity to which a Member is entitled;
- Supersede the indemnification provisions contained in Section 3.9 of this Agreement; or
- Affect any party's liability to third parties except as otherwise provided by law.

3.9 Indemnification

Subject to the availability of funds and to the extent permitted by Texas Government Code Chapter 791, the Texas Tort Claims Act, and other applicable law:

(a) **Mandatory Indemnification:** The WRRS shall indemnify and hold harmless any Member, Manager, officer, employee, or agent (each, an "Indemnified Person") who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the WRRS), by reason of the fact that such person is or was acting in their official capacity on behalf of the WRRS, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, if:

- (i) The Indemnified Person acted in good faith;
- (ii) The Indemnified Person reasonably believed their conduct was in, or not opposed to, the best interests of the WRRS;
- (iii) With respect to any criminal proceeding, the Indemnified Person had no reasonable cause to believe their conduct was unlawful; and
- (iv) The conduct did not constitute gross negligence, willful misconduct, fraud, or intentional wrongdoing.

(b) **Determination of Eligibility:** Any determination as to whether an Indemnified Person has met the applicable standard of conduct shall be made by:

- (i) A majority vote of Members who are not parties to the action, suit, or proceeding;
- (ii) Independent legal counsel selected by the Members not parties to the proceeding; or
- (iii) A court of competent jurisdiction.

(c) **No Presumption:** The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that the Indemnified Person did or did not meet the applicable standard of conduct.

(d) **Insurance Requirement:** Indemnification under this Section shall be provided only to the extent that:

- (i) Insurance coverage is maintained and available for such purpose; or
- (ii) Funds have been specifically appropriated and are legally available for such indemnification.

(e) **Advancement of Expenses:** The WRRS may, upon approval by the Members, advance expenses incurred in defending any proceeding to an Indemnified Person, provided that the Indemnified

Person agrees in writing to repay such amounts if it is ultimately determined that they are not entitled to indemnification.

(f) Non-Exclusive Rights: The indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which an Indemnified Person may be entitled under applicable law, other provisions of this Agreement, insurance policies, or otherwise.

(g) Governmental Immunity Preserved: Nothing in this Section shall be construed to waive any governmental or sovereign immunity to which any Member or the WRRS is entitled under Texas law.

(h) Third-Party Claims: This indemnification applies only to claims by third parties and does not create any right of indemnification for claims between or among the Members or the WRRS except as specifically provided elsewhere in this Agreement.

Article IV

Compensation

4.1 Management Fee

No Member rendering services to the **WRRS** shall be entitled to any compensation for such service.

4.2 Reimbursement

The WRRS shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing and operating the **WRRS**.

Article V

Transfers

5.1 Assignment

If at any time a Member proposes to assign or otherwise dispose of all or any part of its interest in the WRRS, said Member shall comply with the following procedures:

- (a) Make an offer to assign such interest to the other Member(s) in writing. At this point the exiting Member may not make this intention publicly known.
- (b) If a Member elects to assign its interest in the WRRS, the other current Member(s) have right to accept the exiting Member's interest in the same ratio or percentage as the current ratio for the Project 25 Trunked System ONLY.

Acceptance of Members

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement for Western Region Radio System.

Bryan Wilson
Burnet County Judge

Date

February 17, 2026

7. REGULAR AGENDA

- (c) Discussion and Action on Resolution 2026-R-02E determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Major Improvement Area of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto. *Caleb Kraenzel, City Manager*
-



**Council Agenda Item Cover Memo
February 17, 2026**

Agenda Item No.: 7(c)
Presenter: Caleb Kraenzel, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2026-R-02E determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Major Improvement Area of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.

BACKGROUND INFORMATION

This single item is for Council to take four distinct steps towards the creation and implementation of a plan of finance for the public improvements to be made in the Improvement Area #1 of the Manzano Mile PID (the "District"). Specifically, the Council, by this action will: 1) approve the estimated costs of the public improvements; 2) approve the preliminary amended and restated service and assessment plan, which describes the improvements to be constructed and the method of paying for those improvements; 3) setting a hearing to be held on March 17, 2026 to levy assessments within the Major Improvement Area of the District to pay for the improvements, most likely by financing the issuance of bonds; and 4) directing the City Secretary to publish, mail, and otherwise make publicly available the proposed assessment rolls that will be discussed at the March 17th hearing.

It is expected that at the March 17, 2026 City Council meeting, the Council will hold the hearing to levy assessments, approve the levy of assessments, and approve the issuance of District bonds for the Major Improvement Area. The costs of the improvements and the method of levying will be as described in the amended and restated service and assessment plan and the proposed assessment rolls, which the City Secretary shall make public.

BUDGET IMPLICATIONS		
<input type="checkbox"/> Current Budget	<input type="checkbox"/> New Budget Request	<input checked="" type="checkbox"/> Non-Budgetary

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. 2026-R-02E

A RESOLUTION OF THE CITY OF MARBLE FALLS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR MARCH 17, 2026 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE MAJOR IMPROVEMENT AREA OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Marble Falls, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on February 18, 2025, the City Council conducted a public hearing to consider a petition received by the City on December 10, 2024 titled "Petition for the Creation of a Public Improvement District within the City of Marble Falls, Texas And Within The Extraterritorial Jurisdiction Of The City of Marble Falls, Texas For the "Manzano Mile Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on February 18, 2025, the City Council approved Resolution No. 2025-R-02C (the "Authorization Resolution"), authorizing, establishing and creating the Manzano Mile Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$50,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Manzano Mile Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls") (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the second phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the Remainder Area of the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS AS FOLLOWS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Major Area Improvements (as defined in the Preliminary SAP) to be financed by the District are \$7,223,827 as set forth in Exhibit E of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The City Council's final determination and approval of the costs of the Major Improvement Area Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Amended and Restated Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the Major improvement Area of the District as

determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. The City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on March 17, 2026 at 6:00 p.m. at City Hall, 800 Third Street, Marble Falls, TX 78654, or such other location as designated by the City and noticed pursuant to the Act, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the Remainder Area of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on March 17, 2026, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before March 6, 2026 which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. When the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on March 17, 2026, on or before March 6, 2026, as required by Section 372.016(c) of the Act.

SECTION 11. The City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *March 17, 2026* meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF MARBLE FALLS on the 17th day of February, 2026 on vote of ____ AYES; ____ NAYS

JOHN PACKER, MAYOR
CITY OF MARBLE FALLS

Attest:

CHRISTINA MCDONALD
CITY SECRETARY
CITY OF MARBLE FALLS

Approved as to Form:

JOSH BROCKMAN-WEBER
CITY ATTORNEY
CITY OF MARBLE FALLS

EXHIBIT A
PRELIMINARY SERVICE AND ASSESSMENT PLAN

<https://marblefallstx.gov/DocumentCenter/View/10238/Manzano-Mile-Major-Imp-Area-Prelim-SAP>

EXHIBIT B

NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Marble Falls, Texas on March 17, 2026 at 6:00 p.m. at City Hall, 800 Third Street, Marble Falls, TX 78654. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Major Improvement Area of the Manzano Mile Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

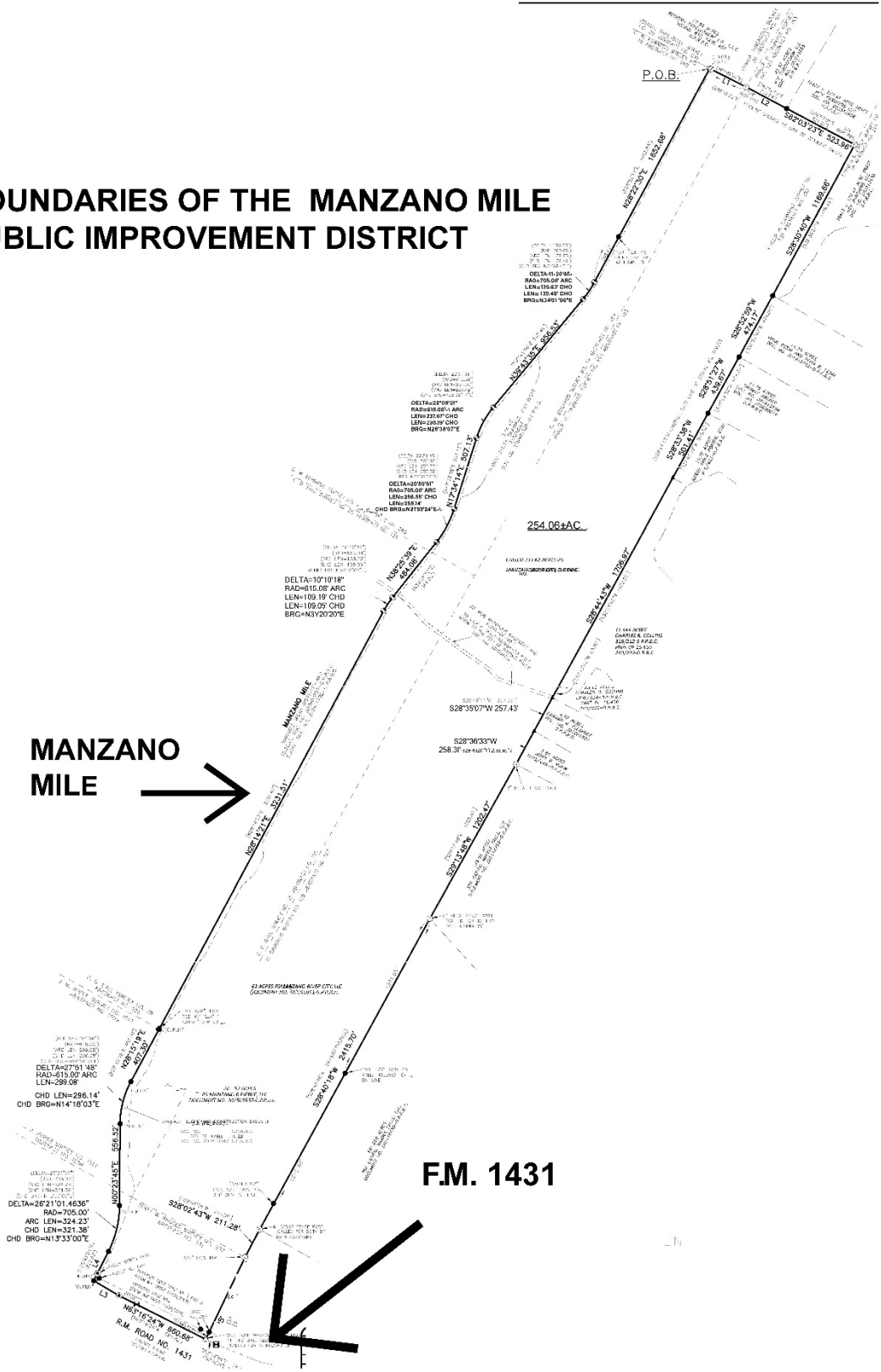
The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District. These public improvements are further described in Exhibit A. The total costs of the Authorized Improvements, including the costs of issuing the bonds, is approximately \$7,233,827.

The boundaries of the District include approximately 254.06 acres of land located within the city, situated to the north and east of the intersection of Manzano Mile and F.M. 1431, as indicated on the map in this notice, and as more particularly described by a metes and bounds description available at Marble Falls City Hall located at 800 3rd Street, Marble Falls, Texas 78654 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Remainder Area Assessment Roll (the "Assessment Roll"), which Assessment Roll includes the assessments to be levied against each parcel in the District for the Remainder Area Improvements, is available for public inspection at the office of the City Secretary, 800 3rd Street, Marble Falls, Texas 78654.

BOUNDARIES OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT



February 17, 2026

7. REGULAR AGENDA

- (d) Discussion and Action on Resolution 2026-R-02F determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Improvement Area #1 of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto. *Caleb Kraenzel, City Manager*
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Council Agenda Item Cover Memo
February 17, 2026

Agenda Item No.: 7(d)
Presenter: Caleb Kraenzel, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2026-R-02F determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Improvement Area #1 of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.

BACKGROUND INFORMATION

This single item is for Council to take four distinct steps towards the creation and implementation of a plan of finance for the public improvements to be made in the Improvement Area #1 of the Manzano Mile PID (the "District"). Specifically, the Council, by this action will: 1) approve the estimated costs of the public improvements; 2) approve the preliminary amended and restated service and assessment plan, which describes the improvements to be constructed and the method of paying for those improvements; 3) setting a hearing to be held on March 17, 2026 to levy assessments within the Improvement Area #1 of the District to pay for the improvements, most likely by financing the issuance of bonds; and 4) directing the City Secretary to publish, mail, and otherwise make publicly available the proposed assessment rolls that will be discussed at the March 17 hearing.

It is expected that at the March 17, 2026 City Council meeting, the Council will hold the hearing to levy assessments, approve the levy of assessments, and approve the issuance of District bonds for Improvement Area #1. The costs of the improvements and the method of levying will be as described in the amended and restated service and assessment plan and the proposed assessment rolls, which the City Secretary shall make public.

BUDGET IMPLICATIONS		
<input type="checkbox"/> Current Budget	<input type="checkbox"/> New Budget Request	<input checked="" type="checkbox"/> Non-Budgetary

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. 2026-R-02F

A RESOLUTION OF THE CITY OF MARBLE FALLS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR MARCH 17, 2026 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE IMPROVEMENT AREA #1 OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Marble Falls, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on February 18, 2025, the City Council conducted a public hearing to consider a petition received by the City on December 10, 2024 titled "Petition for the Creation of a Public Improvement District within the City of Marble Falls, Texas And Within The Extraterritorial Jurisdiction Of The City of Marble Falls, Texas For the Manzano Mile Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on February 18, 2025, the City Council approved Resolution No. 2025-R-02C (the "Authorization Resolution"), authorizing, establishing and creating the Manzano Mile Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$50,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Manzano Mile Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls") (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the second phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the Remainder Area of the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS AS FOLLOWS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Improvement Area #1 improvements (as defined in the Preliminary SAP) to be financed by the District are \$32,783,397 as set forth in Exhibit E of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The City Council's final determination and approval of the costs of the Improvement Area #1 improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Amended and Restated Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the Improvement Area #1 of the District as

determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. The City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on March 17, 2026 at 6:00 p.m. at City Hall, 800 Third Street, Marble Falls, TX 78654, or such other location as designated by the City and noticed pursuant to the Act, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the Improvement Area #1 of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on March 17, 2026, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before March 6, 2026 which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. When the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on March 17, 2026, on or before March 6, 2026, as required by Section 372.016(c) of the Act.

SECTION 11. The City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the March 17, 2026 meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF MARBLE FALLS on the 17th day of February, 2026 on vote of ____ AYES; ____ NAYS

JOHN PACKER, MAYOR
CITY OF MARBLE FALLS

Attest:

CHRISTINA MCDONALD
CITY SECRETARY
CITY OF MARBLE FALLS

Approved as to Form:

JOSH BROCKMAN-WEBER
CITY ATTORNEY
CITY OF MARBLE FALLS

EXHIBIT A
PRELIMINARY SERVICE AND ASSESSMENT PLAN

<https://marblefallstx.gov/DocumentCenter/View/10237/Manzano-Mile-Imp-Area-No-1-Prelim-SAP>

EXHIBIT B

NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN THE IMPROVEMENT AREA #1 OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Marble Falls, Texas on March 17, 2026 at 6:00 p.m. at City Hall, 800 Third Street, Marble Falls, TX 78654. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Improvement Area #1 of the Manzano Mile Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

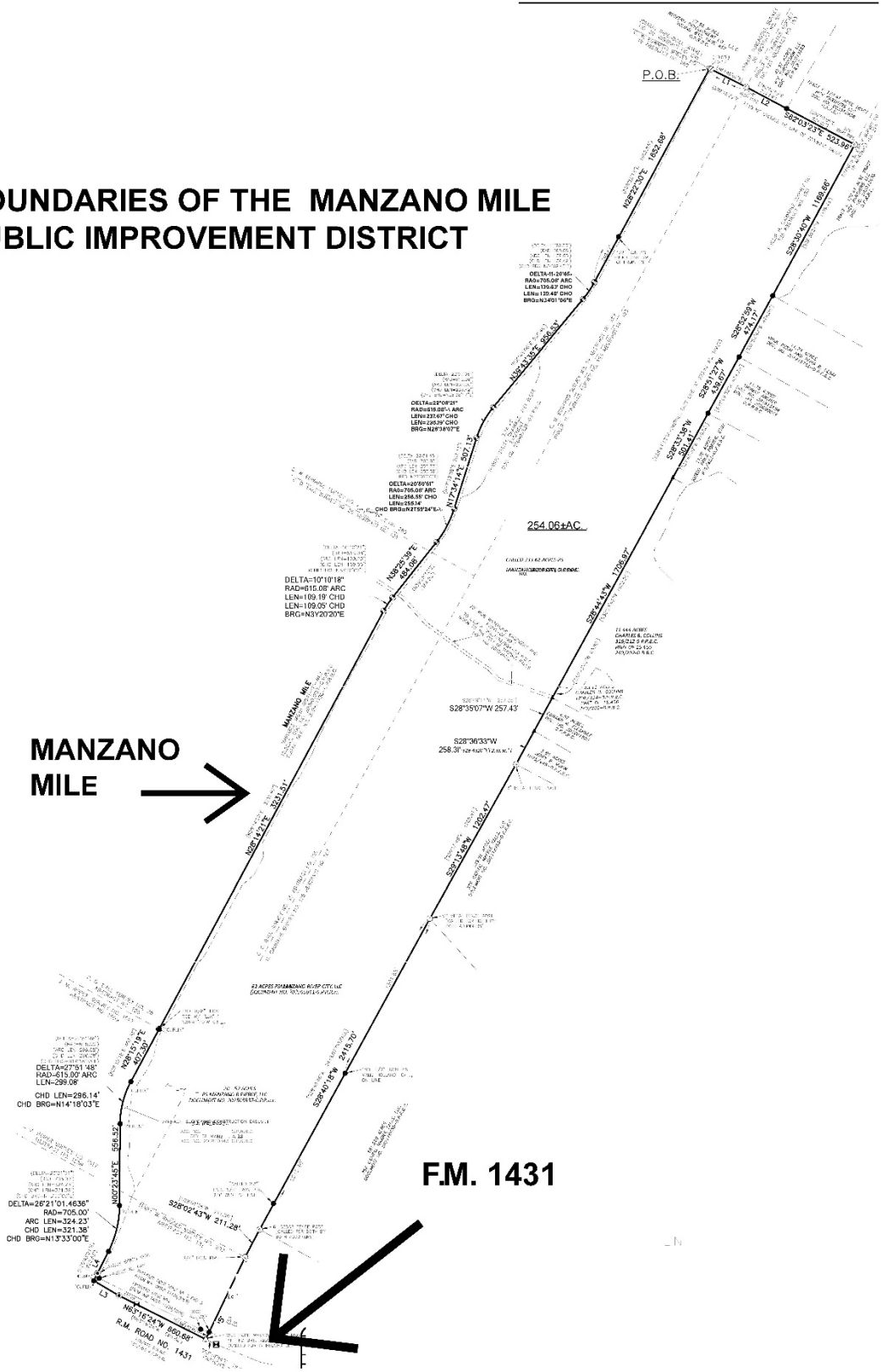
The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District. These public improvements are further described in Exhibit A.

The total costs of the Authorized Improvements, including the costs of issuing the bonds, is approximately \$32,783,397.

The boundaries of the District include approximately 254.06 acres of land located within the city, situated to the north and east of the intersection of Manzano Mile and F.M. 1431, as indicated on the map in this notice, and as more particularly described by a metes and bounds description available at Marble Falls City Hall located at 800 3rd Street, Marble Falls, Texas 78654 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

BOUNDARIES OF THE MANZANO MILE PUBLIC IMPROVEMENT DISTRICT



February 17, 2026

7. REGULAR AGENDA

- (e) Discussion and Action on Resolution 2026-R-02G, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Major Improvement Area Project). *Caleb Kraenzel, City Manager*
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Council Agenda Item Cover Memo
February 17, 2026

Agenda Item No.: 7(e)
Presenter: Caleb Kraenzel, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2026-R-02G, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Major Improvement Area Project).

BACKGROUND INFORMATION

The Council by this action will approve the distribution of the Preliminary Limited Offering Memorandum for the Major Improvement Area Project Bonds, which Bonds will price and be authorized by the Council at the March 17, 2026 City Council meeting. This is the document that will be used to market the Bonds to potential investors. The Resolution allows for any final changes or supplemental information to the offering document (as approved by a City official) before being printed and distributed.

View Preliminary Limited Offering Memorandum –
<https://marblefallstx.gov/DocumentCenter/View/10236/Manzano-Mile-Major-Imp-Area-PLOM>

BUDGET IMPLICATIONS

Current Budget New Budget Request Non-Budgetary

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. 2026-R-02G

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF MARBLE FALLS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (MANZANO MILE PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

RECITALS

WHEREAS, this City Council has adopted a resolution authorizing the creation of Manzano Mile Public Improvement District (the "District");

WHEREAS, this City Council intends to issue its City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District Major Improvement Area Project), to fund public improvements within the District (the "Bonds");

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum"); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, UNDERWRITER.

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

Section 1. The form and content of the Preliminary Limited Offering Memorandum is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Finance Director, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

Section 2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

Section 3. This Resolution shall be effective immediately upon its adoption.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED on this the ____ day of February 2026.

John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

[CITY SEAL]

February 17, 2026

7. REGULAR AGENDA

- (f) Discussion and Action on Resolution 2026-R-02H, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Improvement Area #1 Project). *Caleb Kraenzel, City Manager*
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Council Agenda Item Cover Memo
February 17, 2026

Agenda Item No.: 7(f)
Presenter: Caleb Kraenzel, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2026-R-02H, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Improvement Area #1 Project).

BACKGROUND INFORMATION

The Council by this action will approve the distribution of the Preliminary Limited Offering Memorandum for the Improvement Area #1 Project Bonds, which Bonds will price and be authorized by the Council at the March 17, 2026 City Council meeting. This is the document that will be used to market the Bonds to potential investors. The Resolution allows for any final changes or supplemental information to the offering document (as approved by a City official) before being printed and distributed.

View Preliminary Limited Offering Memorandum - <https://marblefallstx.gov/DocumentCenter/View/10235/Manzano-Mile-PID-Imp-Area-1-PLOM>

BUDGET IMPLICATIONS

Current Budget

New Budget Request

Non-Budgetary

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. 2026-R-02H

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF MARBLE FALLS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (MANZANO MILE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

RECITALS

WHEREAS, this City Council has adopted a resolution authorizing the creation of Manzano Mile Public Improvement District (the "District");

WHEREAS, this City Council intends to issue its City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District Improvement Area #1 Project), to fund public improvements within the District (the "Bonds");

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum"); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, UNDERWRITER.

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

Section 1. The form and content of the Preliminary Limited Offering Memorandum is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Finance Director, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

Section 2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

Section 3. This Resolution shall be effective immediately upon its adoption.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED on this the ____ day of February 2026.

John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

[CITY SEAL]

February 17, 2026

7. REGULAR AGENDA

- (g) Discussion and Action on Amendment No. 2 to the Construction Manager at Risk Agreement between the City of Marble Falls and MGC Contractors, Inc. related to the GMP-2 proposal for the construction of the One Water, Three (3) Million Gallon per Day (MGD), Water Reclamation Plant in an amount not to exceed \$57,870,477.87. *Caleb Kraenzel, City Manager*
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**Council Agenda Item Cover Memo
February 17, 2026**

Agenda Item No.: 7(g)
Presenter: Caleb Kraenzel, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on Amendment No. 2 to the Construction Manager at Risk Agreement between the City of Marble Falls and MGC Contractors, Inc. related to the GMP-2 proposal for the construction of the One Water, Three (3) Million Gallon per Day (MGD), Water Reclamation Plant in an amount not to exceed \$57,870,477.87.

BACKGROUND INFORMATION

This item considers approval of Amendment No. 2 to the Construction Manager at Risk (“CMAR”) Agreement with MGC Contractors, Inc. for the One Water Marble Falls 3 MGD Plant and related facilities.

The Project is being delivered in multiple phases, each with a separately approved Guaranteed Maximum Price (GMP). The City previously approved GMP-1 by amendment. This Amendment No. 2 approves GMP-2, which covers the next phase of construction work. This phase does not include the lift station or conveyance of the line. These items will be included in GMP-3 and GMP-4. GMP-5 will be the completion of the project.

At its February 17, 2026 meeting, City Council will consider the GMP-2 Proposal in an amount not to exceed \$57,870,477.87 and appropriate funds for this phase of the Project, expressly conditioned upon approval by the Texas Water Development Board TWDB), which is providing partial project funding. This amendment formally incorporates that authorization into the CMAR Agreement.

Amendment No. 2:

1. Approves the scope of work and GMP-2 amount as set forth in the attached GMP-2 Proposal (Exhibit A);
2. Confirms that the GMP-2 amount constitutes the maximum compensation for the approved phase of work, subject only to authorized change orders;

3. Preserves all other terms of the original CMAR Agreement without modification; and
4. Expressly conditions the City's obligation to proceed on receipt of required TWDB approval.

No additional policy changes are proposed. Approval of this amendment allows the Project to proceed to the GMP-2 phase once TWDB approval is obtained.

BUDGET IMPLICATIONS		
<input checked="" type="checkbox"/> Current Budget	<input type="checkbox"/> New Budget Request	<input type="checkbox"/> Non-Budgetary

The project is to be funded through the Texas Water Development Board funds: Flood Infrastructure Fund (FIF- \$55,301,000) 2021 and 2025, and the Clean Water State Revolving Fund (CWSRF- \$24,533,359) 2023 and 2025.

STAFF RECOMMENDATION

Staff recommends approval of Amendment No. 2 to the Construction Manager at Risk Agreement with MGC Contractors, Inc., and authorize appropriate funding subject to Texas Water Development Board (TWDB) approval.

**AMENDMENT NO. 2
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

STATE OF TEXAS §
COUNTY OF BURNET §

This Amendment No. 2 to the Construction Manager at Risk Agreement is entered into by and between the City of Marble Falls, Texas, a Texas home-rule municipal corporation ("City") acting by and through its City Manager, and MGC Contractors, Inc. ("Construction Manager at Risk" or "CMAR") both of which may be referred to herein collectively as the "Parties".

WHEREAS, on or about October 18, 2022, the City entered into that certain Construction Manager at Risk Agreement with CMAR (the "Original Agreement") for the design and construction of the One Water Marble Falls 3 MGD Plant and related facilities (the "Project"); and

WHEREAS, the Project is structured and performed in multiple phases, with a separate Guaranteed Maximum Price ("GMP") established for each phase of work; and

WHEREAS, Section 6.01(A) of the Original Agreement required that acceptance of the initial Guaranteed Maximum Price ("GMP-1") be approved by amendment to the Original Agreement, and the Parties previously amended the Original Agreement to approve GMP-1; and

WHEREAS, CMAR has submitted its Guaranteed Maximum Price -2 ("GMP-2") Proposal for Cost of Work for the next phase of work under the Original Agreement, and Section 6.01(B) of the Original Agreement requires that acceptance of GMP-2 be approved by amendment to the Original Agreement; and

WHEREAS, at a duly noticed meeting held on February 17, 2026, the City Council considered and authorized the GMP-2 Proposal in an amount not to exceed Fifty-Seven Million Eight Hundred Seventy Thousand Four Hundred Seventy-Seven and 87/100 Dollars (\$57,870,477.87), and appropriated funds for the GMP-2 phase of the Project, expressly conditioned upon approval by the Texas Water Development Board ("TWDB"); and

NOW THEREFORE, in consideration of the terms, covenants, agreements herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement by and between the Parties is further amended as follows:

1. **Recitals.** The above recitals serve as the basis for this Amendment No. 2 and are incorporated herein and made a part hereof for all purposes. The Parties hereby acknowledge and agree that the above recitals are true and correct as of the date hereof, are

incorporated herein and made a part hereof for all purposes, and are a substantive, contractual part of this Amendment No. 2.

2. **Approval of GMP- Scope and Price.** The Original Agreement is hereby amended to approve the scope of work and Guaranteed Maximum Price set forth in CMAR's GMP-2 Proposal for Cost of Work attached hereto as Exhibit "A" and incorporated herein for all purposes (the "GMP-2 Proposal"), solely for purposes of defining the GMP-2 scope of work and GMP-2 amount.

The CMAR agrees to perform all work required by the attached GMP-2 Proposal for the Guaranteed Maximum Price, not to exceed Fifty-Seven Million Eight Hundred Seventy Thousand Four Hundred Seventy-Seven and 87/100 Dollars (\$57,870,477.87) subject to additions and deductions by Change Order in accordance with the Original Agreement and Contract Documents as authorized by the City Council of the City of Marble Falls, Texas. It is agreed and understood that this amount will constitute full compensation to CMAR for the work described in the GMP-2 Proposal attached hereto as Exhibit "A" and incorporated herein for purposes.

The Parties expressly agree that, except for approval of the GMP-2 scope and GMP-2 amount, nothing in Exhibit "A" shall amend, modify, or supersede the terms and conditions of the Original Agreement, which shall control in the event of any conflict.

3. Except as expressly modified by this Amendment, all other provisions of the Original Agreement shall remain in full force and effect.
4. The effective date of this Amendment shall be the date it is last signed by all Parties.
5. TWDB Approval. Notwithstanding anything to the contrary herein, the City's approval of GMP-2 is expressly conditioned upon approval by the Texas Water Development Board, and the City shall have no obligation to proceed with GMP-2 work unless and until such approval is obtained.
6. Deductive Change Order Prior to Notice to Proceed.

6.1 Deductive Change Order Required. Prior to issuance of the Notice to Proceed for the GMP-2 phase of the Project, the Parties shall execute a deductive Change Order identifying and removing from the GMP-2 Proposal and scope of work those items mutually identified for removal (the "Deductive Items"). The Guaranteed Maximum Price shall be reduced by the agreed value of such Deductive Items.

6.2 Removal from Contract; Fee Adjustment. The Deductive Items shall be removed from the GMP-2 Proposal and scope of work in their entirety and shall not be transferred to contingency, allowances, or any other cost category. The CMAR's Fee and any fee-based General Conditions costs attributable to the Deductive Items shall be correspondingly reduced in the same manner as previously implemented under GMP-1.

6.3 No Subcontracts or Purchase Orders Prior to Deduct Execution. The CMAR shall not execute subcontracts, purchase orders, or binding commitments for the Deductive Items in the GMP-2 Proposal prior to execution of the deductive Change Order described herein. Letters of Intent or preliminary pricing communications shall not obligate the City unless and until formal written authorization is issued consistent with the Contract.

7. Review of Deductive Values. The City's Engineer shall review the proposed deductive values submitted by CMAR for the Deductive Items. If the Engineer determines that the proposed deductive values are not supported by reasonable and documented cost savings, the City may:

- (a) Require adjustment of the proposed deductive value to reflect a reasonable reduction in the Cost of the Work and associated Fee; or
- (b) Elect to retain the item in the GMP-2 Proposal scope of work as originally proposed. The City's determination shall be final unless modified by written agreement of the Parties.

8. Adjustment of Construction Manager's Fee. The CMAR acknowledges that its Fee associated with GMP-2 Proposal shall be calculated only on the final approved Cost of the Work following execution of any deductive Change Order. The CMAR shall not be entitled to retain Fee associated with removed scope.

EXECUTED and AGREED to this the _____ day of _____, 2026.

CITY OF MARLBE FALL, TEXAS

By: John Packer, Mayor

Attest:

Christina McDonald, City Secretary

Agreed:

CMAR
MGC Contractors, Inc

By: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, authorized agent for MGC Contractors, Inc, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 2026.

EXHIBIT "A"
GMP-2 PROPOSAL



Proposal for Cost of Work

One Water Marble Falls 3 MGD and Related Facilities Project

CIPWW-20210420

GMP 02

3 MGD ONE

WATER PLANT AND ELECTRICAL I&C

February 2026



GMP 02 Proposal

Executive Summary

EXECUTIVE SUMMARY

MGC Contractors, Inc. is honored to have been selected by the City of Marble Falls as the Construction Manager at Risk (CMAR) for the One Water 3 MGD Wastewater Treatment Plant & Related Facilities Project. This initiative represents the culmination of years of strategic planning to enhance community infrastructure through cutting-edge technology, introducing an approach that is new to the State of Texas. The One Water Plant will feature a Pre-Treatment Unit, Aerobic Granular Sludge Reactors, Sludge Buffer Basins, Sludge Storage Tank, Chlorine Feed System, Effluent Storage Tank, Dewatering Building, and an Administration Building. In addition to on-site improvements, the project includes off-site construction of a new Lift Station and Force Main to support the plant's operations.

To ensure efficient execution, the project will be delivered through five (5) Guaranteed Maximum Price (GMP) packages. These include GMP 01 for long-lead equipment procurement and site services, GMP 02 for the water plant and electrical/I&C components, GMP 03 for the pipeline, GMP 04 for the offsite lift station, and GMP 05 for existing site demolition and restoration.

MGC is excited to partner with the City of Marble Falls on this transformative project and is pleased to submit the following proposal and recommendations for GMP 02.

Bid Package 1 – 3 MGD One Water Plant (Bid Items 1A-1J)

- Excavation and Backfill of Structures Scope of Work
- Structural Concrete – Slab on Grade & Water Bearing Structures Scope of Work
- Concrete – Site Work Scope of Work
- Mechanical Installation Scope of Work
- Administration Building Turnkey Package Scope of Work
- Yard Piping Scope of Work
- Trench Safety Scope of Work
- Pre-Engineered Metal Building Installation Scope of Work
- Pre-Stressed Tanks Turnkey Package Scope of Work
- Final Grading, Fence, and Revegetation Scope of Work

Bid Package 4 – Electrical I&C– Turnkey Package (Water Plant ONLY) (Bid Item 4A)

- Electrical I&C – Turnkey Package Scope of Work

Bid Package 5 – Long Lead Equipment – (Bid Item 5A-5D)

- Submersible Pumps – Scope of Work
- Vertical Turbine Pumps –Scope of Work
- Submersible Sump Pump – Scope of Work
- Odor Control System Equipment Wet Well Wizard – Scope of Work

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and

One Water Marble Falls 3 MGD and Related Facilities Project

procurements to M/WBEs through demonstration of the six affirmative steps. For more details on the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.



GMP 02 Proposal

GMP 02 Drawings, Specifications, Bid Documents

Drawings and Specifications Listing

One Water Marble Falls 3 MGD Plant and Related Facilities Project Drawings

Volume 1 – OCT 2025

Volume 2 – OCT 2025

Volume 3 – JUNE 2025

One Water Marble Falls 3 MGD Plant and Related Facilities Project Specifications

Volume 1

DIV 01: General Requirements

DIV 02-19: Facility Construction

One Water Marble Falls 3 MGD Plant and Related Facilities Project Specifications

Volume 2

DIV 20-29: Facility Services

DIV 30-39: Site and Infrastructure

One Water Marble Falls 3 MGD Plant and Related Facilities Project Specifications

Volume 3

DIV 40-49: Process Equipment

One Water Marble Falls 3 MGD Plant – Addendum-01 – 2025-10-31

One Water Marble Falls 3 MGD Plant – Addendum-02 – 2025-11-03

One Water Marble Falls 3 MGD Plant – Addendum-03 – 2025-11-24

Current Project Schedule (See GMP 02 Proposal, Progress Schedule)



GMP 02 Proposal

Cost of Work



PLUMMER



Marble Falls - One Water Plant GMP 02 Cost Model

BID ITEM	Vendor	DESCRIPTION	Direct Cost
1.A	MGC Contractors	Excavate and Backfill All Structures	\$ 1,340,000.00
1.B	MGC Contractors	Structural Concrete (Slab on Grades & Water Bearing Structures)	\$ 11,642,000.00
1.C	MGC Contractors	Civil Sitework (Asphalt Paving, Concrete Paving, Sidewalk, and Curbs)	\$ 1,199,000.00
1.D	MGC Contractors	Install Mechanical Equipment and Procure and Install Miscellaneous Metals, Miscellaneous Equipment, Above Ground Piping, and Accessories	\$ 9,980,000.00
1.E	MGC Contractors	Administration Building Turnkey Package	\$ 2,093,000.00
1.F	MGC Contractors	Yard Piping	\$ 4,466,000.00
1.G	MGC Contractors	Trench Safety	\$ 87,000.00
1.H	MGC Contractors	Procure and Install all Pre-Engineered Metal Buildings	\$ 1,703,000.00
1.I	MGC Contractors	Prestressed Concrete Tanks Turnkey Package	\$ 2,314,000.00
1.J	MGC Contractors	Permanent Fence, Finish Grading, Revegetation, and Misc Finishes	\$ 617,000.00
1.K		Allowance for Permanent Utility Connections	\$ 500,000.00
4.A	Alterman	Electrical, and Instrumentation/Controls scope pertaining Complete the One Water Plant and Lift Station	\$ 9,195,800.00
5.A	Zone Industries	Pumps, Submersible - Immersible Specification	\$ 902,597.00
5.B	Odessa Pump	Pumps Vertical Turbine (Effluent Pumps)	\$ 127,374.00
5.C	MGC Contractors	Submersible Sump Pump	\$ 27,000.00
5.D	MGC Contractors	Odor Control System Equipment-Wet Well Wizard	\$ 93,000.00
A.A	MGC Contractors	Additional Mobilization	\$ 20,000.00
Total Direct Cost of Work GMP 2			\$ 46,306,771.00
CMAR Identified Markup of 7.5%			\$ 3,473,007.83
CMAR Fee of 8%			\$ 3,704,541.68
Subtotal			\$ 53,484,320.51
Bonds and Insurance 2.75%			\$ 1,470,818.81
Subtotal			\$ 54,955,139.32
Contingency 5%			\$ 2,315,338.55
Allowance (Scope gap)			\$ 600,000.00
GMP 02 Total Cost			\$ 57,870,477.87

Signature: _____ Date: _____
City of Marble Falls Representative

Print Name: _____
City of Marble Falls Representative

Signature: _____ Date: _____
MGC Contractors, Inc.

Print Name: _____
MGC Contractors, Inc.

ATTACHMENT A – BID PROPOSAL PRICING	
Description and Price in Words	Total Cost in Figures
Bid Package 1 – 3MGD One Water Plant	
<p>Bid Item 1.A –: All equipment, labor, and materials necessary to <u>Excavate and Backfill All Structures</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>One Million Three Hundred Forty Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>1,340,000.00</u></p>
<p>Bid Item 1.B –: All equipment, labor, and materials necessary to construct all <u>Structural Concrete (Slab on Grades & Water Bearing Structures)</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Eleven Million Six Hundred Forty-Two Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>11,642,000.00</u></p>
<p>Bid Item 1.C –: All equipment, labor, and materials necessary to construct all <u>Civil Sitework (Asphalt Paving, Concrete Paving, Sidewalk, and Curbs)</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>One Million One Hundred Ninety-Nine Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>1,199,000.00</u></p>
<p>Bid Item 1.D –: All equipment, labor, and materials necessary to <u>Install Mechanical Equipment and Procure and Install Miscellaneous Metals, Miscellaneous Equipment, Above Ground Piping, and Accessories</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Nine Million Nine Hundred Eighty Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>9,980,000.00</u></p>
<p>Bid Item 1.E –: All equipment, labor, and materials necessary to construct the <u>Administration Building Turnkey Package</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Two Million Ninety-Three Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>2,093,000.00</u></p>

<p>Bid Item 1.F –: All equipment, labor, and materials necessary to construct all <u>Yard Piping</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Four Million Four Hundred Sixty-Six Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>4,466,000.00</u></p>
<p>Bid Item 1.G –: <u>Trench Safety</u> as required to fulfill the scope of work for Bid Package 1, outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Eighty-Seven Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>87,000.00</u></p>
<p>Bid Item 1.H –: All equipment, labor, and materials necessary to <u>Procure and Install all Pre-Engineered Metal Buildings</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>One Million Seven Hundred-Three Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>1,703,000.00</u></p>
<p>Bid Item 1.I –: All equipment, labor, and materials necessary to construct the <u>Prestressed Concrete Tanks Turnkey Package</u> as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Two Million Three Hundred Fourteen Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>2,314,000.00</u></p>
<p>Bid Item 1.J –: All equipment, labor, and materials necessary to construct the <u>Permanent Fence, Finish Grading, Revegetation, and Misc Finishes</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of:</p> <p>\$ <u>Six Hundred Seventeen Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>617,000.00</u></p>

<p>Bid Item 1.K –: Allowance for Permanent Utility Connections For the bid amount of: \$ <u>Five Hundred Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>500,000.00</u></p>
<p>Bid Package 2 – Lift Station</p>	
<p>Bid Item 2.A –: All equipment, labor, and materials necessary to construct the <u>Lift Station Turnkey Package</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of: \$ <u>Six Million Two Hundred Eighty-Eight Thousand Six Hundred Twenty-Five</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>6,288,625.00</u></p>
<p>Bid Item 2.B –: <u>Trench Safety</u>, as required to fulfill the scope of work for bid package 2, outlined in the contract documents. For the Lump Sum bid amount of: \$ <u>Five Million Eighty-Three Thousand Eight Hundred Seventy-Five</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>5,083,875.00</u></p>
<p>Bid Package 3 – Pipeline</p>	
<p>Bid Item 3.A –: All equipment, labor, and materials necessary to construct the <u>Pipeline Turnkey Package</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of: <u>Eleven Million Five Hundred Eleven Thousand Four Hundred</u> \$ <u>Ninety-Two</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>11,511,492.00</u></p>
<p>Bid Item 3.B –: <u>Trench Safety</u>, as required to fulfill the scope of work for bid package 3, outlined in the contract documents. For the Lump Sum bid amount of: \$ <u>One Hundred Forty Thousand</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>140,000.00</u></p>
<p>Bid Package 4 – Electrical, Instrumentation, and Controls</p>	
<p>Bid Item 4.A –: All equipment, labor, and materials necessary to construct the <u>Electrical, and Instrumentation/Controls scope pertaining Complete the One Water Plant and Lift Station</u>, as required to fulfill the scope of work outlined in the contract documents. For the Lump Sum bid amount of: <u>Nine Million, One Hundred and Ninety Five Thousand,</u> \$ <u>Eight Hundred</u> dollars and <u>Zero</u> cents</p>	<p>\$ <u>9,195,800.00</u></p>

Bid Package 5 – Long Lead Equipment	
<p>Bid Item 5.A –: <u>Pumps, Submersible - Immersible Specification</u> Section 43 25 00 For the lump sum bid amount of: (use column to the right for this price).</p> <p>Extended annual warranty beyond specifications, (not to exceed 3 years). \$ <u> No Bid </u> per year</p>	<p>\$ <u> 902,597.00 </u></p>
<p>Bid Item 5.B –: <u>Pumps Vertical Turbine (Effluent Pumps) Specification</u> Section 43 23 40 For the lump sum bid amount of: (use column to the right for this price).</p> <p>Extended annual warranty beyond specifications, (not to exceed 3 years). \$ <u> No Bid </u> per year</p>	<p>\$ <u> 127,374.00 </u></p>
<p>Bid Item 5.C –: <u>Submersible Sump Pump Specification</u> Section 22 14 29 For the lump sum bid amount of: (use column to the right for this price).</p> <p>Extended annual warranty beyond specifications, (not to exceed 3 years). \$ <u> No Bid </u> per year</p>	<p>\$ <u> 27,000.00 </u></p>
<p>Bid Item 5.D –: <u>Odor Control System Equipment-Wet Well Wizard Specification</u> Section 44 31 66 For the lump sum bid amount of: (use column to the right for this price).</p> <p>Extended annual warranty beyond specifications, (not to exceed 3 years). \$ <u> No Bid </u> per year</p>	<p>\$ <u> 93,000.00 </u></p>
Alternate Bid Item – Additional Mobilization	
<p>Bid Item A.A –: Additional Mobilization For Each bid amount of: \$ <u> Twenty Thousand </u> dollars and <u> Zero </u> cents</p>	<p>\$ <u> 20,000.00 </u></p>

DELIVERY SCHEDULE			
Bid Package	Description	Base Bid Delivery Date	Amount of Liquidated Damages
1,2,3,4,5	Substantial Completion	10/2/2028	\$1,500.00 / Calendar Day
1,2,3,4,5	Final Completion	5/4/2029	\$1,000.00 / Calendar Day

END OF ATTACHMENT A