

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



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

**PLEASE SILENCE ALL DEVICES**  
**REGULAR CITY COUNCIL MEETING**  
**September 26, 2024**  
**6:00 PM**

**1. Call to Order and Roll Call**

**2. Invocation and Pledges**

**3. Presentations & Proclamations**

- A. Recognition of the September Yard of the Month winners.
- B. Proclamation designating October 1, 2024 as National Night Out in Marshall, TX.
- C. Presentation of the Employee of the 3rd Quarter 2024. (Employee Engagement)
- D. Presentation of a proclamation declaring the month of October 2024 as "Domestic Violence Awareness Month" in the City of Marshall. (Mayor Ware)

**4. Citizen Comments**

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

**5. Items to be Withdrawn From Consent Agenda**

**6. Consent Agenda**

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

- A. Consider approval of the minutes from the September 12, 2024 Regular Council meeting. (City Secretary)
- B. Consider approval of a contract for Chief Wastewater Plant Operator 2024. (Public Works)
- C. Consider approval of the design and construction services agreement with Schaumburg and Polk for engineering services related to the TWDB CWSRF project. (Public Works)
- D. Consider approval of the acceptance of the 2024 Street Improvement Program and release of retainage. (Public Works)

- E. Consider approval of the purchase of a new mid-size sewer jetting truck for the Distribution and Collection Division from a Buy Board vendor. (Public Works)
- F. Consider approval of a contract for Sports LED Lighting Improvements at Airport Park. (Parks & Recreation)
- G. Consider approval of a contract for Fencing Improvements at Airport Park. (Parks & Recreation)

## **7. Consideration of Items Withdrawn From the Consent Agenda**

## **8. Public Hearing & Ordinance**

- A. Conduct a public hearing and consider approval of an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2025 fiscal year. (Finance)
- B. Conduct a public hearing and consider approval of an ordinance affixing and levying 2024 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2025 fiscal year at a rate of \$0.579079 per \$100 of property value, *which is effectively a 5.47 percent increase in the tax rate. The tax rate of \$0.579079 will raise more taxes for maintenance and operations than last year's tax rate.* (Economic Development & Strategic Initiatives)

## **9. Ordinance**

- A. Consider approval of an ordinance adopting the 2025 Comprehensive Fee Schedule. (Finance)
- B. Discuss and consider adoption of an ordinance authorizing the Issuance of City of Marshall, Texas Utility System Revenue Bonds, Series 2024, in the principal amount of \$11,350,000 and awarding the sale of such Bonds to the Texas Water Development Board. (Finance)

## **10. Resolution**

- A. Discuss and consider adoption of a resolution authorizing and directing the establishment of a Construction Account with Depository Bank pursuant to a Bond Ordinance; appointing Authorized Signatories with respect to such account; and resolving other matters relating to the subject. (Finance)

## **11. City Manager Reports and Requests for City Council Consideration**

- A. Presentation of the City of Marshall Audit Report for the 2023 Fiscal Year. (Finance)
- B. Consider authorizing the City Attorney to begin contract negotiations with the Interim City Manager candidate.

## **12. Adjournment**

Posted: September 23, 2024  
5:00 PM

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



TO: City Council  
DATE: September 26, 2024  
ITEM #: 3.A  
SUBJECT: Recognition of the September Yard of the Month winners.

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

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

### Residential Winner

Clark & Marty Kambrick (200 Shirley Street)  
District 2 and District 6



### Commercial Winner

Austin Bank (1210 E. Pinecrest Dr.)  
District 4 and District 6



**Budget Cost:**

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

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 3.B  
SUBJECT: Proclamation designating October 1, 2024 as  
National Night Out in Marshall, TX.

**Recommendation for Action:** Approve proclamation

**Executive Summary:** The Police Department is requesting a proclamation designating October 1, 2024 as National Night Out in Marshall.  
The 2024 National Night Out event is being held on Tuesday October 1st at 6:00 PM at the Marshall Convention Center.

**Budget Cost:** N/A

**Staff Contact:** Cliff Carruth - Chief of Police

**Attachments:** 1. Proclamation - National Night Out 2024

# PROCLAMATION



**WHEREAS**, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 1, 2024 entitled “National Night Out”; and

**WHEREAS**, the National Night Out campaign provides an opportunity for neighbors in Marshall to join more than 38 million neighbors across 18,000 communities from all 50 states, U.S. territories and military bases worldwide; and

**WHEREAS**, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make Marshall neighborhoods safer, more caring places to live and work; and

**WHEREAS**, neighbors in Marshall assist the Marshall Police Department and Harrison County Sheriff’s Office through joint community-building efforts and support National Night Out 2024; and

**WHEREAS**, it is essential that all Marshall neighbors and law enforcement work together to build a safer, more caring community; and

**NOW, THEREFORE**, we, The City Council of Marshall, Texas do hereby call upon the citizens of Marshall, Texas, neighbors, law enforcement, and National Association of Town Watch to support for National Night Out on Tuesday, October 1, 2024.

**FURTHER, LET IT BE RESOLVED** that we do hereby proclaim Tuesday, October 1, 2024 as “National Night Out” in Marshall, Texas.

---

Amy Ware,  
Honorable Mayor  
City of Marshall, Texas





TO: City Council  
DATE: September 26, 2024  
ITEM #: 3.C  
SUBJECT: Presentation of the Employee of the 3rd Quarter 2024. (Employee Engagement)

**Recommendation for Action:**

**Executive Summary:**

The Employee Engagement Committee is a dedicated assembly of employees who have voluntarily united with the common goal of orchestrating and executing activities aimed at engaging and motivating their fellow colleagues. Their primary mission is to cultivate a positive and productive workplace culture while actively enhancing the employer-employee relationship. Among the initiatives employed is the recognition of outstanding contributions through the Employee of the Month program. The committee diligently reviews nominations, carefully deliberates, and collectively decides on the deserving individual to receive this esteemed acknowledgment.

**Budget Cost:**

**Staff Contact:** Christol Hall, HR Director

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 3.D  
SUBJECT: Presentation of a proclamation declaring the month of October 2024 as "Domestic Violence Awareness Month" in the City of Marshall. (Mayor Ware)

**Recommendation for Action:**

**Executive Summary:**

**Budget Cost:**

**Staff Contact:**

**Attachments:** 1. Domestic Violence Awareness Month 2024

# PROCLAMATION



## *Domestic Violence Awareness Month*

**WHEREAS,** the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, including abuse to children and the elderly; and

**WHEREAS,** the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

**WHEREAS,** the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in the community, throughout the United States, and the world; and

**WHEREAS,** the Women's Center of East Texas is focused on ending violence by providing shelter, support, and safety to victims of domestic violence; and

**WHEREAS,** survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home,

**NOW, THEREFORE,** the City Council of Marshall, Texas, in recognition of the important work done by domestic violence programs, does hereby proclaim the month of October 2024 to be "*Domestic Violence Awareness Month*" and urges all citizens to actively work toward eradicating domestic violence, improving survivor safety and holding perpetrators of domestic abuse accountable for their actions against individual survivors and our society as a whole.

---

Amy Ware, Mayor  
Marshall City Council





TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.A  
SUBJECT: Consider approval of the minutes from the  
September 12, 2024 Regular Council meeting. (City  
Secretary)

**Recommendation for Action:** Consider approval of the minutes from the September 12, 2024 Regular Council meeting.

**Executive Summary:** Minutes from the Regular meeting held on September 12, 2024.

**Budget Cost:** N/A

**Staff Contact:** Nikki Smith, City Secretary

**Attachments:** 1. 9-12-2024 Minutes

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



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

**MINUTES**  
**PLEASE SILENCE ALL DEVICES**  
**REGULAR CITY COUNCIL MEETING**  
**September 12, 2024**  
**6:00 PM**

**1. Call to Order and Roll Call**

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

**PRESENT:**

**Mayor and Council Members:**

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

**ADMINISTRATIVE STAFF PRESENT:**

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

**2. Invocation and Pledges**

Mayor Ware

**3. Presentations & Proclamations**

- A. Presentation of a proclamation designating September as Boogie Woogie Marshall Month and proclaiming September 28, 2024 as Ray Benson "Asleep at the Wheel" Day. Mayor Ware read the proclamation and presented it to Boogie Woogie Marshall.

Alex Agnor introduced Alan Loudermilk who thanked the Council for the proclamation

and provided information regarding the activities and events put on by Boogie Woogie Marshall.

B. Presentation of the Employee of the Month - September. (Employee Engagement Committee)

Kristina Hamilton, Employee Engagement Committee, introduced the Employee of the Month for September, Laura Adair, Finance. Samantha Spears, Maverick Chevrolet, presented Laura with a check and thanked Laura for all she does. Laura Adair thanked everyone for recognizing her as employee of the month.

**4. Citizen Comments**

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

Christina Anderson, President of the Marshall Depot Board, spoke regarding the budget. Christina Anderson thanked the Council for their support and asked for consideration of an increase in the amount provided for The Depot and for an opportunity to make a formal presentation requesting an increase in funding.

**5. Items to be Withdrawn From Consent Agenda**

Item F was withdrawn from the Consent Agenda.

**6. Consent Agenda**

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

**Councilmember Fenton made a motion to approve the Consent Agenda.**

**Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.**

- A. Consider approval of the minutes from the August 22, 2024 Regular Council meeting. (City Secretary)
- B. Consider approval of a resolution authorizing the filing of an application for financial assistance from the state infrastructure bank; authorizing the city manager or his designee to act on behalf of the city in all matters relating to the application. (Public Works)
- C. Consider approval of the appointment of a Financial Advisor for Texas Water Development Board "Clean Water State Revolving Fund" CWSRF Project #73959. (Public Works)

- D. Consider approval of the appointment of Bond Counsel for the Texas Water Development Board "Clean Water State Revolving Fund", CWSRF Project #73959. (Public Works)
- E. Consider approval of the appointment of an Engineering Firm for the Texas Water Development Board "Clean Water State Revolving Fund" CWSRF Project #73959. (Public Works)

## **7. Consideration of Items Withdrawn From the Consent Agenda**

- F. Consider approval of allowance for the Soil Remediation for Field #5 at Airport Park for \$130,412.00 (Parks & Recreation)  
Marina Garcia-Heredia provided information regarding work needed on Field #5 at a cost of \$130,412. Marina Garcia-Heredia introduced, Niraj Khadka, Hellas, who provided information regarding the results of testing of Field #5 and the process to fix the areas of concern.

Councilmembers asked questions and discussed.

**Councilmember Godfrey made a motion to approve the allowance for the Soil Remediation for Field #5 at Airport Park for \$130,412.00. Councilmember Morris seconded the motion, which passed by a vote of 6:0.**

## **8. Public Hearing & Ordinance**

- A. Conduct a public hearing on the proposed tax rate of \$0.579079 per \$100 valuation in support of the 2025 Annual Budget of the City of Marshall.  
Alex Agnor, Strategic Initiatives & Economic Development Director, provided information regarding the various tax rates and how they are calculated. Alex Agnor stated the FY25 proposed tax rate is \$0.579079, which is equal to the voter approval rate. Alex Agnor provided the property tax rate impact and the various tax exemptions available for residents.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmembers asked questions and discussed.

**Mayor Ware made a motion to approve the proposed tax rate of \$0.579079 per \$100 valuation in support of the Fiscal Year 2025 Annual Budget. Councilmember Fenton seconded the motion, which by a vote of 6:0.**

## **9. City Manager Reports and Requests for City Council Consideration**

- A. Discussion regarding the proposed annual budget for the 2025 fiscal year. (Finance)  
Kristina Hamilton, Assistant Director of Finance, provided FY25 budget challenges, revenue assumptions, expenditure assumptions, and the recommended approval of one-time requests.

Councilmembers asked questions and discussed.

- B. Update regarding Enterprise Fleet Management System. (Support Services)  
Randy Pritchard, Support Services Director, introduced Blake Schiel, Enterprise Fleet Management Program, who provided an update regarding the process and progress of the first year of the program.

Councilmembers asked questions and discussed.

- C. Report on the current status of the 2024 Street Improvement Program. (Public Works)  
Eric Powell, Public Works Director, provided an update regarding the status of the 2024 Street Improvement Program which was awarded on April 25, 2024, to Rayford's Truck & Tractor and was completed at the end of August 2024.

Councilmembers asked questions and discussed.

- D. Consider approval of a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park. (Parks & Recreation)  
Marina Garcia-Heredia, Parks & Recreation Director, asked for approval of a contract to be awarded to Unlimited Sports Solution for improvements to Airport Park at a cost of \$391,700.

Councilmembers asked questions and discussed.

**Councilmember Godfrey made a motion to approve a contract to be awarded to Unlimited Sports Solutions for improvements to Airport Park. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.**

## **10. Adjournment**

**Councilmember Godfrey made a motion for adjournment. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.**



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.B  
SUBJECT: Consider approval of a contract for Chief Wastewater Plant Operator 2024. (Public Works)

**Recommendation for Action:** Approve an expenditure in excess of \$50,000 in accordance with current City Purchasing Policies.

**Executive Summary:** According to the Texas Administrative Code Rule 30.350, the chief operator of each wastewater treatment facility must possess a license equal to or higher than that of the category of treatment facility. The City of Marshall's wastewater treatment plant is rated at 8.0 MGD, which puts it in the category of a "B" due to it having a flow of greater than 1.0 MGD to 10.0 MGD. Currently, the City of Marshall does not have an operator with a license that suits the requirement for operating the plant as the Chief, thus us having to contract James Willis who is the former Chief Plant Operator and possesses a "B" license, the last 2 years. The Chief Plant Operator – Wastewater position is a fully funded and approved position with the City, but has proven to be difficult to fill as it does possess this requirement, in which there have been no qualified applicants to apply. Mr. Willis's current contract has invoices that have been paid up to \$46,175.72 to date, and will reach over \$50,000.00 by the end of the year, requiring us to receive approval to continue the contract with Mr. Willis to the end of the fiscal year. This contract is not to exceed \$70,000.00, and if not approved, the City will be in violation with the Texas Commission on Environmental Quality (TCEQ), and will begin receiving daily fines of up to \$5,000.00 according to its Penalty Policy.

Links for requirements:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=N&p\\_rloc=91238&p\\_tloc=&p\\_ploc=1&pg=2&p\\_tac=&ti=30&pt=1&ch=30&rl=348](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=91238&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=30&pt=1&ch=30&rl=348)

<https://texreg.sos.state.tx.us/fids/200603294-1.html>

[https://texreg.sos.state.tx.us/fids/30\\_0030\\_0350-2.html](https://texreg.sos.state.tx.us/fids/30_0030_0350-2.html)

<https://www.tceq.texas.gov/licensing/licenses/wwlic#WWacceptB>

<https://www.tceq.texas.gov/downloads/compliance/publications/rg/penalty-policy-2021-rg-253.pdf>

**Budget Cost:**

**Staff Contact:**

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.C  
SUBJECT: Consider approval of the design and construction services agreement with Schaumburg and Polk for engineering services related to the TWDB CWSRF project. (Public Works)

**Recommendation for Action:** Approve the design services agreement with SPI

**Executive Summary:** This is the design and construction services agreement with Schaumburg and Polk, Inc. (SPI) for engineering services connected to the FY2024 Texas Water Development Board "Clean Water State Revolving Fund" loan program that the City was selected to participate in for major improvements to the sanitary sewer collection system as well as improvement to the wastewater collection lift stations. The cost of the design and construction management services is \$1,850,000 and is paid out of the proceeds of the \$11,300,000 TWDB CWSRF loan.

**Budget Cost:** \$1,850,000

**Staff Contact:** Eric Powell, PE Director

**Attachments:** 1. Short Form Agreement - Sanitary Sewer Collection System Upgrades -SPI executed

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of Marshall ("Owner") and Schaumburg & Polk, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: TWDB Sanitary Sewer Collection System Upgrades ("Project").

Engineer's services under this Agreement are generally identified as follows: Engineer's services are described in the attached 3-page "Specific Scope of Work" document dated August 2024. The proposal is "Exhibit A" to this Agreement and becomes a binding part of this Agreement. ("Services").

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Beginning with TWDB Notice to Proceed and thence extending approximately 36 months. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional

Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of One Million, Eight Hundred Fifty Thousand and 00/100 dollars (\$1,850,000.00).
  - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: none.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform

and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods,

techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either

directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located. ***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the

Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix A, Specific Scope of Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Marshall

Engineer: Schaumburg & Polk, Inc.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: Jeremy Buechter  
Print name: Jeremy Buechter, P.E.  
Title: President  
Date Signed: 08/29/2024

Engineer License or Firm's Certificate No. (if required):

F-00520

State of: Texas

Address for Owner's receipt of notices:

401 S. Alamo

Suite 205

Marshall, TX 75670

Address for Engineer's receipt of notices:

320 S. Broadway

Suite 200

Tyler, TX 75701

**City of Marshall**  
**TWDB Sanitary Sewer Collection System Upgrades**  
**Specific Scope of Work - Exhibit A**  
**August 2024**

Items of work specified below shall be included as Exhibit A to the Form of Agreement between Owner and Engineer for Professional Services.

**General**

The project consists of planning, design, acquisition, permitting and construction phase services for upgrades the City's sanitary sewer system. The intent of the project is to provide limited smoke testing and replacement of the sewer collection system and rehabilitation of existing lift stations in accordance with the recommendations provided in the "System-Wide Lift Station Evaluation and Report", dated March 2022.

1. Planning Phase:
  - A. Meet with City to determine specific requirements of project.
  - B. Review results of 2022 Lift Station Evaluation report and confirm applicability with City staff.
  - C. With City staff, determine areas within City's sanitary sewer collection system to be smoke tested. Location and size to be determined by areas of most critical need.
  - D. Perform smoke testing on City's sanitary sewer collection system, limited to 20,000 LF.
  - E. Prepare list of recommended upgrades to the sewer collection system in prioritized order with associated opinions of probable construction cost (20 year projection).
  - F. Review potential right-of way (ROW) and/or private property crossings that may require access easements that may need to be acquired.
  - G. Provide recommendations for final configuration of lift stations including any alternate configurations that may be recommended.
  - H. Provide capacity, material, and sizing recommendations for proposed lift stations.
  - I. Consider bypass pumping or transfer of flow methods to keep sewer lines in operation during construction.
  - J. Prepare updated construction cost opinions.
  - K. Consider TCEQ, TxDOT and other regulatory requirements that may impact final alignments, and other components of construction, and include any required recommendations.
  - L. Identify any required environmental permits.
  - M. Prepare Engineering Feasibility Report (EFR) and submit to Owner for review and incorporate comments.
  - N. Prepare Environmental Planning Documents such as a Categorical Exclusion (CE) and/or Environmental Information Document (EID), as required, and submit to Owner for review and incorporate comments.
  - O. Submit EFR, CE and/or EID to TWDB for TWDB review and approval and respond to comments.
2. Preliminary Design Phase:
  - A. Field data collection for design, including selected sites and areas of upgrade.

- B. Initial utility locations and coordination with franchise utilities.
  - C. Schematic design of collection system and lift station upgrades in conformance with recommendations and options selected in Planning phase.
  - D. Coordinate schematic design with any required regulatory agencies.
  - E. Provide schematic layouts for any required property acquisitions based on aerial mapping, lot layouts, and alignment.
  - F. Conduct geotechnical investigations as required at proposed lift station sites for soil characterization and groundwater investigation.
  - G. Prepare updated preliminary cost opinions and review with City.
3. Final Design Phase:
- A. Prepare final signed and sealed plans and specifications for collection system and lift station upgrades.
  - B. Level C SUE (subsurface utility engineering) to further define and locate potential utility conflicts.
  - C. Recommend to Owner any further utility location effort in any areas of risk of conflict.
  - D. Include consideration of alternate bids as recommended by Engineer or requested by City.
  - E. Coordinate as needed with City's SCADA provider to include a bid allowance for control upgrades to each lift station site.
  - F. Submit final plans and specs to TWDB, TCEQ and any other required regulatory review, and respond to questions or comments.
  - G. Coordinate final submission to TxDOT if required for appropriate permitting of any installation.
  - H. Review final plans and specifications with City and revise as necessary to address any comments or questions.
4. Boundary Surveys
- A. Perform RPLS boundary surveys for up to six lift station sites including:
    - 1. Field work
    - 2. Record/Deed research
    - 3. Perimeter run-outs
    - 4. Find/confirm/set corners as needed
  - B. Provide digital and/or paper copies of each boundary survey as well as an overall image of all tracts overlain on aerial imagery.
  - C. Create up to six RPLS signed and sealed "Exhibit A" documents for the City's use in real property transactions or obtaining easements.
5. Bidding Phase:
- A. Provide contract documents and assist City in bidding project.
  - B. Distribute advertisements directly to contractors to help advertise project.
  - C. Advertise in online plan rooms.
  - D. Print and distribute Plans and Specs to responsive contractors.
  - E. Conduct bid opening, evaluate and tabulate bids, and recommend award to City.
6. Construction Phase:
- A. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
  - B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
  - C. As appropriate, establish baselines and benchmarks for locating the Work which in

- Engineer's judgment are necessary to enable Contractor to proceed.
- D. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work. Scope is based on averaging 16 hours per week for a 24 month construction phase.
  - E. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
  - F. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
  - G. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
  - H. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
  - I. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
  - J. Process pay applications from Contractor.
  - K. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  - L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
  - M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Resident Representatives field set of plans. These plans will be provided to the Owner in both paper and digital format.

### **Project Deliverables**

- 1. List of recommended upgrades to the sewer collection system in prioritized order with associated opinions of probable construction cost (20 year projection).
- 2. Completed Environmental Planning Documents (CE and/or EID) as required.
- 3. Signed and Sealed Engineering Feasibility Report.
- 4. 30% Design Phase Plans, Specifications, Budgets.
- 5. 60% Design Phase Plans, Specifications, Budgets.
- 6. Final Signed and Sealed Plans and Specifications.
- 7. Final RPLS signed and sealed "Exhibit A" documents for the City's use in real property transactions or obtaining easements.
- 8. Bidding and Contract Documents.
- 9. Bid Assessments and Recommendation of Award.
- 10. Construction Record Drawings – including digital files.

### **Responsibilities of Owner**

- 1. The Owner is responsible for any and all fees required for any permits and any bid advertising costs (newspaper fees, etc.).
- 2. This proposal excludes all actual costs of property or easement acquisition.
- 3. Cost to prepare or direct cost for, an USACE individual permit is not included in this proposal (not anticipated).

**END OF 3-PAGE EXHIBIT A**



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.D  
SUBJECT: Consider approval of the acceptance of the 2024 Street Improvement Program and release of retainage. (Public Works)

**Recommendation for Action:** Acceptance of project and release of all retainage

**Executive Summary:** As reported at the previous Council meeting, the 2024 Street Improvement Program is now complete as all line striping has been installed and is acceptable. All roads have been reconstructed and paved in accordance with the specifications. The final retainage value is \$72,708.61.

**Budget Cost:** \$72,708.61

**Staff Contact:** Eric Powell, PE Director

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.E  
SUBJECT: Consider approval of the purchase of a new mid-size sewer jetting truck for the Distribution and Collection Division from a Buy Board vendor.  
(Public Works)

**Recommendation for Action:** Approve purchase of new mid-size sewer wash\jetting truck with cab and chassis.

**Executive Summary:** The Distribution and Collection Division is in need of replacing the existing sewer jetting trucks that are currently out of service for a variety of reasons with a brand-new cab and chassis as well as the jetting equipment. The current wash trucks are out of service, which has limited our ability to respond to service calls for washing and jetting of sewer lines. We only have our large washtuck to respond to these types of requests, which can be difficult on smaller streets. Adding the mid-size truck to the fleet will allow our crews to more effectively respond to these requests and regular work.

The equipment and truck are available through the Texas Buy Board cooperative for the total cost of \$189,607.45. We will be using funds from the 2024 operating budget to cover the cost.

**Budget Cost:** \$189,607.45

**Staff Contact:** Eric Powell, PE Director

**Attachments:** 1. BuyBoard Quote MD-1Washtuck

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

|                      |                            |               |                     |
|----------------------|----------------------------|---------------|---------------------|
| Vendor               | <b>RUSH TRUCK CENTER</b>   | Date Prepared | <b>9/16/2024</b>    |
| Contact for Vendor:  | <b>Mike Folcy</b>          | Phone         | <b>214 215 3536</b> |
| End User:            | <b>City of Marshall</b>    |               |                     |
| End User Contact:    | <b>Eric Powell</b>         | Phone/Fax     | <b>469 593 5910</b> |
| Product Description: | <b>2024 Ford F-550 4X4</b> |               |                     |

|                                                                      |                     |              |                    |                     |              |
|----------------------------------------------------------------------|---------------------|--------------|--------------------|---------------------|--------------|
| A: Base Price in Bid/Proposal Number: <b>724-23</b>                  |                     |              | Series:            | <b>F-550</b>        | \$ 44,172.00 |
| B: Published Options(Items Below)                                    |                     |              |                    |                     |              |
|                                                                      | DESCRIPTION         | AMOUNT       | OPT #              | DESCRIPTION         | AMOUNT       |
| Ford                                                                 | F5H 4X4             | \$ 6,995.00  | RTC-0051           | OEM Safety Analysis | \$ 1,236.00  |
| Ford                                                                 | Ford Listed Options | \$ 25,426.75 | RTC-1059           | Lot Insurance       | \$ 1,069.25  |
|                                                                      |                     |              | RTC-1060           | Floorplan Interest  | \$ 1,425.00  |
|                                                                      |                     |              |                    |                     |              |
|                                                                      |                     |              |                    |                     |              |
|                                                                      |                     |              |                    |                     |              |
| Subtotal Column 1:                                                   | \$ 32,421.75        |              | Subtotal Column 2: | \$ 3,730.25         |              |
| Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") |                     |              |                    |                     | \$ 36,152.00 |

|                          |  |  |                    |  |              |
|--------------------------|--|--|--------------------|--|--------------|
| C: Subtotal of A + B     |  |  |                    |  | \$ 80,324.00 |
| D: Non Published Options |  |  |                    |  |              |
| 1/2 PipeHunter Jetter    |  |  |                    |  |              |
| Buyboard Contract#676-22 |  |  |                    |  |              |
|                          |  |  |                    |  |              |
| Subtotal Column 1:       |  |  | Subtotal Column 2: |  |              |

|                                                                    |               |
|--------------------------------------------------------------------|---------------|
| Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") | \$ 110,483.45 |
|--------------------------------------------------------------------|---------------|

|                                                     |  |  |  |  |               |
|-----------------------------------------------------|--|--|--|--|---------------|
| E: Contract Price Adjustment (If any, explain here) |  |  |  |  |               |
| Material surcharges                                 |  |  |  |  |               |
| Loss of Government discounts                        |  |  |  |  |               |
| F: Total of C + D +/- E                             |  |  |  |  | \$ 190,807.45 |

|                            |      |     |  |  |
|----------------------------|------|-----|--|--|
| G: Quantity ordered Units: | 1.00 | x F |  |  |
|----------------------------|------|-----|--|--|

|                                |           |
|--------------------------------|-----------|
| H: BUYBOARD Administrative Fee | \$ 400.00 |
|--------------------------------|-----------|

|                                                                                    |  |  |  |  |              |
|------------------------------------------------------------------------------------|--|--|--|--|--------------|
| I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) |  |  |  |  |              |
| TRADE-INS                                                                          |  |  |  |  |              |
| 1FDAF56F62EC19574                                                                  |  |  |  |  | (\$800.00)   |
| 1FDUP5GT8C19584                                                                    |  |  |  |  | (\$800.00)   |
|                                                                                    |  |  |  |  | (\$1,600.00) |

|                                           |               |
|-------------------------------------------|---------------|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | \$ 189,607.45 |
|-------------------------------------------|---------------|



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.F  
SUBJECT: Consider approval of a contract for Sports LED Lighting Improvements at Airport Park. (Parks & Recreation)

**Recommendation for Action:** Approval of Contract to be awarded to

**Executive Summary:** The contract will include sports LED lighting improvements to all Airport Park Baseball/Softball fields.

**Budget Cost:**

**Staff Contact:** Marina Garcia-Heredia, Parks Director

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 6.G  
SUBJECT: Consider approval of a contract for Fencing Improvements at Airport Park. (Parks & Recreation)

**Recommendation for Action:** Approval of Contract to be awarded to

**Executive Summary:** The contract will include fencing improvements to all Airport Park Baseball/Softball fields. Construction will consist of materials delivered to the job site and turnkey installation of fencing for the 11 fields and dugouts.

**Budget Cost:**

**Staff Contact:** Marina Garcia-Heredia, Parks Director

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 8.A  
SUBJECT: Conduct a public hearing and consider approval of an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2025 fiscal year.  
(Finance)

**Recommendation for Action:** Approve an ordinance adopting the annual budget of the City of Marshall, Texas for the 2025 fiscal year.

**Executive Summary:**

**Budget Cost:** N/A

**Staff Contact:** Kristina Hamilton, Assistant Director of Finance

**Attachments:** 1. Ordinance Adopting 2025 Budget

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF MARSHALL, TEXAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY’S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS, FOR THE 2025 FISCAL YEAR.

WHEREAS, the budget, as presented in Section 1 below, for the fiscal year beginning January 1, 2025 and ending December 31, 2025 was duly presented to the City Council by the Assistant Director of Finance & Budget and a public hearing was ordered by the City Council and said notice was published in the Marshall News Messenger and said public hearing was held according to said notice; now, therefore,

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

SECTION 1

THAT the appropriations for the fiscal year beginning January 1, 2025 and ending December 31, 2025 for the support of the City of Marshall, Texas, be fixed and determined for said term in accordance with the expenditures shown in the City’s fiscal year 2025 budget, as detailed below:

| <u>FUND</u>                                 | <u>TOTAL BUDGETED<br/>EXPENDITURES</u> |
|---------------------------------------------|----------------------------------------|
| General Fund                                | \$ 25,971,855                          |
| Water & Sewer Enterprise Fund               | \$ 10,790,258                          |
| Sub-Total -- Operating Budget               | \$ 36,762,113                          |
| Structural Modification Fund                | \$ 45,000                              |
| Hotel/Motel Occupancy Tax Fund              | \$ 1,154,500                           |
| Municipal Court Technology Fund             | \$ 8,490                               |
| Municipal Building Security Fund            | \$ 9,000                               |
| Sanitation Fund                             | \$ 3,840,000                           |
| Library Endowment Fund                      | \$ 33,000                              |
| Wonderland of Lights Fund                   | \$ 279,000                             |
| LEOSE Fund - Police & Fire Department       | \$ 5,650                               |
| Federal Forfeiture Fund - Police Department | \$ 5,600                               |
| Debt Service Funds                          | \$ 3,123,207                           |
| Fleet Management Fund                       | \$ 2,235,177                           |
| Marshall Pet Adoption Center Fund           | \$ 2,875                               |
| Street Maintenance Fund                     | \$ 827,219                             |
| Emergency Medical Services - ESD Fund       | \$ 200,000                             |
| State Forfeiture Fund - Police Department   | \$ 40,000                              |
| Municipal Drainage Utility Fund             | \$ 350,000                             |
| Tax Increment Reinvestment Zone - TIRZ Fund | \$ 38,000                              |
| Total Budget                                | \$ 48,958,831                          |

SECTION 2

THAT the budget, as shown in words and figures in Section 1, is hereby approved in all respects and adopted as the City’s budget for fiscal year beginning January 1, 2025 and ending December 31, 2025.

PASSED, APPROVED, AND ADOPTED this, the 26<sup>th</sup> day of September, 2024.

|                                                |       |       |
|------------------------------------------------|-------|-------|
| Mayor Amy Ware, District 4                     | voted | _____ |
| Mayor Pro-Tem Amanda Abraham, District 6       | voted | _____ |
| Councilmember Risa Jordan-Anderson, District 1 | voted | _____ |
| Councilmember Leo Morris, District 2           | voted | _____ |
| Councilmember Dathaniel Campbell, District 3   | voted | _____ |
| Councilmember Reba Godfrey, District 5         | voted | _____ |
| Councilmember Micah Fenton, District 7         | voted | _____ |

Total Ayes: \_\_\_\_\_  
Total Nays: \_\_\_\_\_  
Total Abstain: \_\_\_\_\_  
Total Absent: \_\_\_\_\_

APPROVED:

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

ATTEST:

\_\_\_\_\_  
NIKKI SMITH  
CITY SECRETARY



TO: City Council  
DATE: September 26, 2024  
ITEM #: 8.B  
SUBJECT: Conduct a public hearing and consider approval of an ordinance affixing and levying 2024 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2025 fiscal year at a rate of \$0.579079 per \$100 of property value, *which is effectively a 5.47 percent increase in the tax rate. The tax rate of \$0.579079 will raise more taxes for maintenance and operations than last year's tax rate.* (Economic Development & Strategic Initiatives)

**Recommendation for Action:** Following the public hearing, consider approval of an ordinance affixing and levying the 2024 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2025 fiscal year at a rate of \$0.579079 per \$100 of property value, which is effectively a 5.47% increase in the tax rate. The tax rate of \$0.579079 will raise more taxes for maintenance and operations than last year's tax rate.

**Executive Summary:** In support of the FY2025 Annual Budget, a tax rate of \$0.579079 per \$100 valuation for Tax Year 2024 (FY25) has been proposed. This rate exceeds the lower of the no-new-revenue or voter-approval tax rate, and state law requires that a public hearing be held by the governing body before adopting the proposed tax rate.

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

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

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

The public is urged to attend and express views on the proposed tax rate. Following the public hearing, the City Council will consider approval of an ordinance affixing and levying the 2024 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2025 fiscal year at a rate of \$0.579079 per \$100 of property value, which is effectively a 5.47% increase in the tax rate. The tax rate of \$0.579079 will raise more taxes for maintenance and operations than last year's tax rate.

**Budget Cost:** N/A

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

**Attachments:** 1. O-24-XX Assessing and Levying Tax Rate (AAA)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE LEVYING AD VALOREM TAXES FOR 2024 AT A RATE OF \$0.579079 PER \$100 OF ASSESSED VALUATION ON ALL TAXABLE PROPERTY FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MARSHALL, TEXAS, FOR THE 2025 FISCAL YEAR; AND PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES.**

**WHEREAS**, the City of Marshall is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Marshall, Texas (hereinafter referred to as the “City”) hereby finds that the tax for the fiscal year beginning January 1, 2025 and ending December 31, 2025, hereinafter levied for maintenance and support of the general government and for the interest and sinking fund must provide for the requirements of the budget for this fiscal year; and

**WHEREAS**, the City Council has approved the budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025; and

**WHEREAS**, notice of the no-new-revenue tax rate calculations for the tax year 2024 for the City of Marshall, Texas was heretofore published in accordance with law; and

**WHEREAS**, this year’s levy to fund maintenance and operations expenditures does exceed last year’s maintenance and operations tax levy; and,

**WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.24 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATION ON A \$100,000 HOME BY APPROXIMATELY \$24.46.**

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

**Section 1.**

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**Section 2.**

The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Harrison Central Appraisal District to the City Council for the 2024 property tax year, be and are hereby accepted.

**Section 3.**

That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Marshall, Texas, and to provide an Interest and Sinking Fund for the 2024 tax year, upon all property, real, personal, and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.579079 on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth;

- 1. For the maintenance and support of the general government, \$0.490491 on each \$100 valuation of property; and
- 2. For the interest and sinking fund, \$0.088588 on each \$100 valuation of property as follows:

| <u>BOND ISSUE</u>                                                                    | <u>TAX RATE PER \$100 VALUATION</u> |
|--------------------------------------------------------------------------------------|-------------------------------------|
| GENERAL OBLIGATION REFUNDING, SERIES 2016                                            | \$0.033249                          |
| TAX NOTE, SERIES 2019                                                                | \$0.009872                          |
| COMBINATION TAX AND LIMITED SURPLUS REVENUE TAX NOTE, SERIES 2020                    | \$0.008537                          |
| COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023A | <u>\$0.036930</u>                   |
| TOTAL                                                                                | <u>\$0.088588</u>                   |

**Section 4.**

That the taxes levied under this ordinance shall be for the use and support of the municipal government of the City of Marshall, Texas, for the fiscal year January 1, 2025 through December 31, 2025.

**Section 5.**

That taxes levied under this Ordinance are due January 31, 2025, and if not paid on or before February 1, 2025, shall immediately become delinquent.

**Section 6.**

That the following exemptions from taxation by the City of Marshall shall apply:

- a) 20% homestead exemption
- b) 65 year old exemption in an amount of \$12,500
- c) Disabled Veteran exemption
- d) Disabled person homestead exemption in an amount of \$12,500
- e) Exempt properties

**Section 7.**

That all taxes shall become a lien upon the property against which assessed, and the assessor and collector for the City of Marshall, Texas, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of Marshall, Texas. All delinquent taxes shall bear interest and penalty from date of delinquency at the rate as prescribed by state law.

**Section 8.**

That this Ordinance shall take effect and be in force from and after its passage and publication as required by law.

PASSED, APPROVED, AND ADOPTED this, the 26<sup>th</sup> day of September, 2024.

|                                                |       |       |
|------------------------------------------------|-------|-------|
| Mayor Amy Ware, District 4                     | voted | _____ |
| Mayor Pro-Tem Amanda Abraham, District 6       | voted | _____ |
| Councilmember Risa Jordan-Anderson, District 1 | voted | _____ |
| Councilmember Leo Morris, District 2           | voted | _____ |
| Councilmember Dathaniel Campbell, District 3   | voted | _____ |
| Councilmember Reba Godfrey, District 5         | voted | _____ |
| Councilmember Micah Fenton, District 7         | voted | _____ |

APPROVED:

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

ATTEST:

\_\_\_\_\_  
NIKKI SMITH  
CITY SECRETARY



TO: City Council  
DATE: September 26, 2024  
ITEM #: 9.A  
SUBJECT: Consider approval of an ordinance adopting the 2025 Comprehensive Fee Schedule. (Finance)

**Recommendation for Action:** Approve an ordinance adopting the 2025 Comprehensive Fee Schedule.

**Executive Summary:**

**Budget Cost:** N/A

**Staff Contact:** Kristina Hamilton, Assistant Director of Finance

**Attachments:**

1. FY25 Comprehensive Fee Schedule Ordinance
2. Comprehensive Fee Schedule - Attachment A

ORDINANCE NO. \_\_\_\_\_

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, SETTING THE RATES AND FEES FOR SERVICES PROVIDED BY THE CITY OF MARSHALL; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS CONDUCTED IN STRICT COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that setting fees and charges for services provided by City personnel to citizens by ordinance will save money and staff time by eliminating the need for continual updates to the Code of Ordinances to reflect changes in such fees and charges; and

**WHEREAS**, the City Council desires to adopt fees and charges that accurately compensate the City for its costs in providing the facilities, services, and materials;

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

**SECTION 1.** That the findings set out in the preamble to this ordinance are hereby in all things approved.

**SECTION 2.** That all fees charged by the City of Marshall shall follow the fee schedule attached to this ordinance (Attachment A).

**SECTION 3.** That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

**SECTION 4.** That all other prior ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict only.

**SECTION 5.** That the repeal of any ordinance or portion of a ordinance by this ordinance shall not affect the validity of any pending enforcement action or fees outstanding and due and payable for services rendered on or before the effective date of this ordinance.

**SECTION 6.** That this ordinance shall be effective on the 1<sup>st</sup> day of January, 2025.

Passed and approved this 26<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Amy Ware, Mayor  
City of Marshall, Texas

Attest:

\_\_\_\_\_  
Nikki Smith, City Secretary



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category                         | Fee Description                                                                         | FY24 Fee Amount | Proposed FY25 Fee                       | Change |
|----------------------------------|-----------------------------------------------------------------------------------------|-----------------|-----------------------------------------|--------|
| Alarms, Emergency                | Permit, Annual                                                                          |                 | 25.00                                   | -      |
| Alarms, Emergency                | Service Charge, False Alarm, Non-Payment Of False Alarm Fee (\$5 Per Day, Maximum \$50) |                 | 5.00                                    | -      |
| Alarms, Emergency                | Service Charge, False Burglar Alarm, False Alarms 6 & 7 (Each)                          |                 | 25.00                                   | -      |
| Alarms, Emergency                | Service Charge, False Burglar Alarm, False Alarms Above 7 (Each)                        |                 | 100.00                                  | -      |
| Alarms, Emergency                | Service Charge, False Emergency Medical Assistance Alarm, False Alarms 6 & 7 (Each)     |                 | 25.00                                   | -      |
| Alarms, Emergency                | Service Charge, False Emergency Medical Assistance Alarm, False Alarms Above 7 (Each)   |                 | 100.00                                  | -      |
| Alarms, Emergency                | Service Charge, False Fire Alarm, False Alarms 6 & 7 (Each)                             |                 | 25.00                                   | -      |
| Alarms, Emergency                | Service Charge, False Fire Alarm, False Alarms Above 7 (Each)                           |                 | 100.00                                  | -      |
| Alarms, Emergency                | Service Charge, False Robbery Alarm, False Alarms 4 & 5 (Each)                          |                 | 25.00                                   | -      |
| Alarms, Emergency                | Service Charge, False Robbery Alarm, False Alarms Above 5 (Each)                        |                 | 100.00                                  | -      |
| Alarms, Emergency                | Service Charge, Invalid Permit, 1St Response                                            |                 | 50.00                                   | -      |
| Alarms, Emergency                | Service Charge, Invalid Permit, 2Nd Response                                            |                 | 75.00                                   | -      |
| Alarms, Emergency                | Service Charge, Invalid Permit, 3 And Over Responses (Each)                             |                 | 100.00                                  | -      |
| Alarms, Emergency                | Service Charge, Invalid Permit, Previous Years' Violations, 1St Response                |                 | 50.00                                   | -      |
| Alarms, Emergency                | Service Charge, Invalid Permit, Previous Years' Violations, 2Nd And Over Response       |                 | 100.00                                  | -      |
| Ambulance Services               | Als Disposables                                                                         |                 | 400.00                                  | -      |
| Ambulance Services               | Als Emergency                                                                           |                 | 1,400.00                                | -      |
| Ambulance Services               | Als Ii Emergency                                                                        |                 | 1,600.00                                | -      |
| Ambulance Services               | Als Non-Emergency                                                                       |                 | 1,400.00                                | -      |
| Ambulance Services               | Bis Disposables                                                                         |                 | 300.00                                  | -      |
| Ambulance Services               | Bis Emergency                                                                           |                 | 1,200.00                                | -      |
| Ambulance Services               | Bis Non-Emergency                                                                       |                 | 1,200.00                                | -      |
| Ambulance Services               | Helicopter Transfer Charge                                                              |                 | 400.00                                  | -      |
| Ambulance Services               | Mileage, Per Mile                                                                       |                 | 24.00                                   | -      |
| Ambulance Services               | No Transport-Patient Contact, No Transport (Inside City)                                |                 | 150.00                                  | -      |
| Ambulance Services               | No Transport-Patient Contact, No Transport (Outside City)                               |                 | 200.00                                  | -      |
| Animal Control                   | Adoption Fee Standard Adult Cat                                                         |                 | 60.00                                   | 80.00  |
| Animal Control                   | Adoption Fee Standard Adult Dog                                                         |                 | 100.00                                  | -      |
| Animal Control                   | Boarding Fee (Per Day)                                                                  |                 | 10.00                                   | 60.00  |
| Animal Control                   | Cat, (Residency Outside Marshall City Limit)                                            |                 | 50.00                                   | -      |
| Animal Control                   | Cat, Plus 1-5 Kittens                                                                   |                 | 100.00                                  | -      |
| Animal Control                   | Cat, Plus 6+ Kittens                                                                    |                 | 150.00                                  | -      |
| Animal Control                   | Dog, (Residency Outside Marshall City Limit)                                            |                 | 50.00                                   | -      |
| Animal Control                   | Dog, Plus 1-3 Puppies                                                                   |                 | 100.00                                  | 150.00 |
| Animal Control                   | Dog, Plus 4+ Puppies                                                                    |                 | 150.00                                  | 200.00 |
| Animal Control                   | Impoundment Fee-Altered Animal (1St Impoundment)                                        |                 | 100.00                                  | -      |
| Animal Control                   | Impoundment Fee-Altered Animal (2Nd Impoundment)                                        |                 | 125.00                                  | 200.00 |
| Animal Control                   | Impoundment Fee-Altered Animal (3Rd Impoundment)                                        |                 | 135.00                                  | 300.00 |
| Animal Control                   | Microchip                                                                               |                 | 35.00                                   | 50.00  |
| Animal Control                   | Quarantine (\$20 Per Day, Maximum \$200)                                                |                 | 20.00                                   | 80.00  |
| Animal Control                   | Quarantine (Initial Fee)                                                                |                 | -                                       | 200.00 |
| Animal Control                   | Spay/Neuter Fee (Surrendered Animals)                                                   |                 | -                                       | 50.00  |
| Animal Control                   | Surrender Fee (Compliant Animal)                                                        |                 | 50.00                                   | 100.00 |
| Animal Control                   | Surrender Fee (Non-Compliant Animal)                                                    |                 | 100.00                                  | 160.00 |
| Burning Permits                  | Land Clearing (Per Day) (Monday - Friday)                                               |                 | 250.00                                  | -      |
| Burning Permits                  | Open Burning Permit (90 Days)                                                           |                 | 25.00                                   | -      |
| Code Compliance Fees             | Administrative Fee - Code Enforcement Non-Compliance                                    |                 | 90.00                                   | -      |
| Commercial                       | Cell Tower Upgrade - Permit                                                             |                 | 90.00                                   | -      |
| Commercial                       | Certificate Of Occupancy - Permit                                                       |                 | 50.00                                   | -      |
| Commercial                       | Driveway Or Parking Lot - Permit                                                        |                 | 150.00                                  | -      |
| Commercial                       | Electrical- Others/ Repairs - Permit                                                    |                 | 35.00                                   | -      |
| Commercial                       | Electrical- Panel Replacement/ Rewire/ Service- Meter Base Replacement - Permit         |                 | 50.00                                   | -      |
| Commercial                       | Electrical, Plumbing, Or Mechanical- New Construction Or Addition Permit                |                 | 10% Of The Original Building Permit Fee | -      |
| Commercial                       | Irrigation - Permit                                                                     |                 | 125.00                                  | -      |
| Commercial                       | Mechanical- Replacement/ Repairs - Permit                                               |                 | 35.00                                   | -      |
| Commercial                       | New Construction/Addition/Remodel Permit Fee (Per Sq. Foot)                             |                 | 0.30                                    | -      |
| Commercial                       | New Construction/Addition/Remodel Plan Review Permit                                    |                 | 50% Of The Permit Fee                   | -      |
| Commercial                       | Plumbing- Others/ Repairs - Permit                                                      |                 | 35.00                                   | -      |
| Commercial                       | Plumbing- Slab Leaks/ Tunneling/ Sewer Main Replacement - Permit                        |                 | 50.00                                   | -      |
| Commercial                       | Roofing - Permit                                                                        |                 | 250.00                                  | -      |
| Commercial                       | Sign- 50 Sq Ft Or Less Double Sided - Permit                                            |                 | 80.00                                   | -      |
| Commercial                       | Sign- 50 Sq Ft Or Less Single Sided Or Reface - Permit                                  |                 | 65.00                                   | -      |
| Commercial                       | Sign- Greater Than 50 Sq Ft Double Sided - Permit                                       |                 | 190.00                                  | -      |
| Commercial                       | Sign- Greater Than 50 Sq Ft Single Sided Or Reface - Permit                             |                 | 125.00                                  | -      |
| Community Centers, Lions & Smith | Deposit For Damages/Clean Up Fee                                                        |                 | 150.00                                  | -      |
| Community Centers, Lions & Smith | Rental Fees: All Day                                                                    |                 | 150.00                                  | -      |
| Community Centers, Lions & Smith | Rental Fees: 8 A.M. - 5 P.M.                                                            |                 | 100.00                                  | -      |
| Convention Center                | Additional Time Requested (Per Hour)                                                    |                 | 45.00                                   | -      |
| Convention Center                | All American Meeting Room (Up To 4 Hours)                                               |                 | 125.00                                  | -      |
| Convention Center                | Big Cypress (1/3 Hall - Up To 8 Hours) Friday - Sunday Rate                             |                 | 325.00                                  | -      |
| Convention Center                | Big Cypress (1/3 Hall - Up To 8 Hours) Monday - Thursday Rate                           |                 | 225.00                                  | -      |
| Convention Center                | Big Cypress (1/3 Hall - Up To 8 Hours) Non-Profit Rate                                  |                 | 275.00                                  | -      |
| Convention Center                | Bluebonnet Meeting Room (Up To 4 Hours)                                                 |                 | 100.00                                  | -      |
| Convention Center                | Caddo Hall (East & West - Up To 8 Hours) Friday - Sunday                                |                 | 600.00                                  | -      |
| Convention Center                | Caddo Hall (East & West - Up To 8 Hours) Monday - Thursday                              |                 | 500.00                                  | -      |
| Convention Center                | Caddo Hall (East & West - Up To 8 Hours) Non-Profit Rate                                |                 | 500.00                                  | -      |
| Convention Center                | Caddo Hall (East Or West - Up To 8 Hours) Friday - Sunday Rate                          |                 | 425.00                                  | -      |
| Convention Center                | Caddo Hall (East Or West - Up To 8 Hours) Monday - Thursday Rate                        |                 | 325.00                                  | -      |
| Convention Center                | Caddo Hall (East Or West - Up To 8 Hours) Non-Profit Rate                               |                 | 350.00                                  | -      |
| Convention Center                | Coffee Urn And Supplies (Each)                                                          |                 | 35.00                                   | -      |
| Convention Center                | Concession Stand (Per Day)                                                              |                 | 35.00                                   | -      |
| Convention Center                | Damages/Clean Up Fee Deposit (Refundable)                                               |                 | 500.00                                  | -      |
| Convention Center                | Entire Facility (8 Hours Max.)                                                          |                 | 1,650.00                                | -      |
| Convention Center                | Freight Storage (Per Day)                                                               |                 | 150.00                                  | -      |
| Convention Center                | Kitchen (Per Day)                                                                       |                 | 200.00                                  | -      |
| Convention Center                | Little Cypress (1/5 Hall - Up To 8 Hours) Friday - Sunday Rate                          |                 | 275.00                                  | -      |
| Convention Center                | Little Cypress (1/5 Hall - Up To 8 Hours) Monday - Thursday Rate                        |                 | 250.00                                  | -      |
| Convention Center                | Little Cypress (1/5 Hall - Up To 8 Hours) Non-Profit Rate                               |                 | 225.00                                  | -      |
| Convention Center                | Lobby (Daily - Up To 8 Hours)                                                           |                 | 200.00                                  | -      |
| Convention Center                | Marshall (Up To 4 Hours)                                                                |                 | 75.00                                   | -      |
| Convention Center                | Parking Lot (Display Use Only - Up To 8 Hours)                                          |                 | 400.00                                  | -      |
| Convention Center                | Podium                                                                                  |                 | 10.00                                   | -      |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category                                 | Fee Description                                                                                        | FY24 Fee Amount              | Proposed FY25 Fee | Change |
|------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------|-------------------|--------|
| Convention Center                        | Projector                                                                                              |                              | 30.00             | -      |
| Convention Center                        | Room Reset Fee                                                                                         |                              | 100.00            | -      |
| Convention Center                        | Sabine (Up To 4 Hours)                                                                                 |                              | 75.00             | -      |
| Convention Center                        | Seven Flags & All American Meeting Rooms (Up To 4 Hours)                                               |                              | 250.00            | -      |
| Convention Center                        | Seven Flags Meeting Room (Up To 4 Hours)                                                               |                              | 125.00            | -      |
| Convention Center                        | Smart Board                                                                                            |                              | 75.00             | -      |
| Convention Center                        | Sound System                                                                                           |                              | 35.00             | -      |
| Convention Center                        | Stage (Full)                                                                                           |                              | 100.00            | -      |
| Convention Center                        | Stage (Half)                                                                                           |                              | 50.00             | -      |
| Convention Center                        | Stagecoach (Up To 4 Hours)                                                                             |                              | 100.00            | -      |
| Convention Center                        | Theater Light & Sound Tech (Per Hour)                                                                  |                              | 25.00             | -      |
| Convention Center                        | Theater/Auditorium (Up To 4 Hours)                                                                     |                              | 325.00            | -      |
| Convention Center                        | Theater/Auditorium (Up To 8 Hours) Friday - Sunday Rate                                                |                              | 650.00            | -      |
| Convention Center                        | Theater/Auditorium (Up To 8 Hours) Monday - Thursday Rate                                              |                              | 600.00            | -      |
| Convention Center                        | Theater/Auditorium (Up To 8 Hours) Non-Profit Rate                                                     |                              | 550.00            | -      |
| Convention Center                        | Ticket Office (Per Day)                                                                                |                              | 35.00             | -      |
| Day Care Inspection                      | Day Care / Pre-School State Inspection                                                                 |                              | 50.00             | -      |
| False Alarm Fee                          | 4Th Fire Alarm Within 1 Year                                                                           |                              | 150.00            | -      |
| False Alarm Fee                          | 5Th Fire Alarm Within 1 Year                                                                           |                              | 200.00            | -      |
| False Alarm Fee                          | Additional After 5Th Fire Alarm                                                                        |                              | 50.00             | -      |
| Fire Alarm Permit                        | Installation/Replacement/Addition Of Fire Alarm System                                                 |                              | 150.00            | -      |
| Fire Spkl. Permit                        | Installation/Replacement/Addition Of Fire Sprinkler System                                             |                              | 150.00            | -      |
| Fire Supp. Permit                        | Installation/Replacement/Addition Of Fire Suppression System                                           |                              | 100.00            | -      |
| Fire/Amb Report                          | Incident Report                                                                                        |                              | 5.00              | -      |
| Fire/Rescue Fees                         | Fire & Rescue Mitigation Rates & Fees (Rate Schedule On File At Mfd)                                   |                              | -                 | -      |
| Fireworks Permit                         | Includes Pre-Inspection, Fire Watch, And Apparatus                                                     |                              | 250.00            | -      |
| Foster Home Insp.                        | Foster Home / Adoption State Inspection                                                                |                              | 50.00             | -      |
| Fuel Tank Permit                         | Intallation/Removal Of Flammible/Combustible Storage Tank (Per Tank)                                   |                              | 100.00            | -      |
| Group Home Insp.                         | Group Home State Inspection                                                                            |                              | 75.00             | -      |
| Health Department Fees                   | Annual Food Establishment Permits (1-13 Employees)                                                     |                              | 175.00            | -      |
| Health Department Fees                   | Annual Food Establishment Permits (14+ Employees)                                                      |                              | 250.00            | -      |
| Health Department Fees                   | Catering Trucks/ Mobile Units - Annual Permit                                                          |                              | 150.00            | -      |
| Health Department Fees                   | Day Care W/ Food Establishment                                                                         |                              | 175.00            | -      |
| Health Department Fees                   | Day Care W/Out Food Establishment                                                                      |                              | 75.00             | -      |
| Health Department Fees                   | Food Vendor/ Festival Concession Stand (Per Vendor)                                                    |                              | 25.00             | -      |
| Health Department Fees                   | Foster Homes (Per Inspection)                                                                          |                              | 25.00             | -      |
| Health Department Fees                   | Group Day/ Registered Home (Per Inspection)                                                            |                              | 50.00             | -      |
| Health Department Fees                   | Health Re-Inspection                                                                                   |                              | 50.00             | -      |
| Health Department Fees                   | Replacement Food Purveyors Permit                                                                      |                              | 25.00             | -      |
| Health Department Fees                   | Seasonal Food Permit                                                                                   |                              | 90.00             | -      |
| Health Department Fees                   | Temporary Food Permit (14 Days)                                                                        |                              | 75.00             | -      |
| Hospital Inspection                      | Hospital Inspection                                                                                    |                              | 300.00            | -      |
| Information Services                     | Accident Report - In Person/By Mail                                                                    |                              | 6.00              | -      |
| Information Services                     | Accident Report - Online                                                                               |                              | 9.00              | -      |
| Information Services                     | Background Checks - Business (Solicitation)                                                            |                              | 30.00             | -      |
| Information Services                     | Background Checks - Individual                                                                         |                              | 10.00             | -      |
| Information Services                     | Body Cam/Car Video Charge Per Minute                                                                   |                              | 1.00              | -      |
| Information Services                     | Body Cam/Car Video Media                                                                               |                              | 10.00             | -      |
| Information Services                     | Police Report - Cd (Photos, 911 Call, Etc.)                                                            |                              | 5.00              | -      |
| Information Services                     | Police Report - Printed Report                                                                         |                              | 4.00              | -      |
| Information Services                     | Report Requiring Extensive Prep Time (Per Hour)                                                        |                              | 15.00             | -      |
| Inspection and Work without a Permit Fee | After Hours Inspection (Per Hour, 2-Hour Minimum)                                                      |                              | 50.00             | -      |
| Inspection and Work without a Permit Fee | Re-Inspections                                                                                         |                              | 50.00             | -      |
| Inspection and Work without a Permit Fee | Work Without A Permit Fees, 1St Offense                                                                |                              | 150.00            | -      |
| Inspection and Work without a Permit Fee | Work Without A Permit Fees, 2Nd Offense                                                                |                              | 300.00            | -      |
| Inspection and Work without a Permit Fee | Work Without A Permit Fees, 3Rd Offense Or More (Continued Contractor Registration With The City Of Ma |                              | 500.00            | -      |
| Library                                  | Gold Room Meeting Space (Per Day)                                                                      |                              | 50.00             | -      |
| Liquor Permit Fees                       | Local Distributor'S Permit (Lp)                                                                        |                              | 50.00             | -      |
| Liquor Permit Fees                       | Malt Beverage Retail Dealer'S Off-Premise License (Bf)                                                 |                              | 30.00             | -      |
| Liquor Permit Fees                       | Package Store Permit (P)                                                                               |                              | 250.00            | -      |
| Liquor Permit Fees                       | Wine And Malt Beverage Retailer'S Off-Premise Permit (Bq)                                              |                              | 30.00             | -      |
| Liquor Permit Fees                       | Wine-Only Package Store (Q)                                                                            |                              | 37.50             | -      |
| Medical Fac. Insp.                       | Medical Facility Inspection (State Mandated)                                                           |                              | 75.00             | -      |
| Memorial City Hall Performance Center    | 3Rd Floor Great Room - (Per Hr) Includes Access And Use Of Lobby                                       |                              | 125.00            | -      |
| Memorial City Hall Performance Center    | 3Rd Floor Great Room - (Per Hr) Includes Access And Use Of Lobby - Non-Profit                          |                              | 75.00             | -      |
| Memorial City Hall Performance Center    | 3Rd Floor Kitchen - Per Event                                                                          |                              | 100.00            | -      |
| Memorial City Hall Performance Center    | Auditorium - Additional Hourly Usage Fee After 10 Hours                                                |                              | 100.00            | -      |
| Memorial City Hall Performance Center    | Auditorium - Load-In And Rehearsal Days (No Public Assembly) (Monday-Friday 8Am - 11Pm) (Saturday 9A   |                              | 300.00            | -      |
| Memorial City Hall Performance Center    | Auditorium - Load-In And Rehearsal Days (No Public Assembly) (Monday-Friday 8Am - 11Pm) (Saturday 9A   |                              | 350.00            | -      |
| Memorial City Hall Performance Center    | Auditorium - Per Event Daily (Monday-Friday 8Am - 10Pm) (Saturday 9Am - 11Pm) (Sunday 9Am - 11Pm) -    |                              | 550.00            | -      |
| Memorial City Hall Performance Center    | Auditorium - Per Event Daily (Monday-Friday 8Am - 11Pm) (Saturday 9Am - 11Pm) (Sunday 9Am - 11Pm) *    |                              | 800.00            | -      |
| Memorial City Hall Performance Center    | Auditorium Extended Rental (Outside Above Stated Hours Of Operation) (Per Hour)                        |                              | 100.00            | -      |
| Memorial City Hall Performance Center    | Box Office Staff (Per Hour)                                                                            |                              | 25.00             | -      |
| Memorial City Hall Performance Center    | Cameras                                                                                                |                              | 100.00            | -      |
| Memorial City Hall Performance Center    | Clean Up Fee                                                                                           |                              | 250.00            | -      |
| Memorial City Hall Performance Center    | Custodial Fee (Assessed For Excessive Garbage, Décor, Boxes, Etc.)                                     | Up To \$250                  | -                 | -      |
| Memorial City Hall Performance Center    | Damage Deposit (Per Event)                                                                             |                              | 250.00            | -      |
| Memorial City Hall Performance Center    | Deposit Per Event                                                                                      | 25% Of Estimated Rental Fees | -                 | -      |
| Memorial City Hall Performance Center    | Event Set-Up On Mch Website For Online Ticket Sales                                                    |                              | 250.00            | -      |
| Memorial City Hall Performance Center    | Mch Manager Fee (Per Hr After 5Pm)                                                                     |                              | 75.00             | -      |
| Memorial City Hall Performance Center    | Mch Manager Fee (Per Hr After 5Pm) - Non-Profit                                                        |                              | 50.00             | -      |
| Memorial City Hall Performance Center    | Microphone                                                                                             |                              | 50.00             | -      |
| Memorial City Hall Performance Center    | Microphone - Non-Profit                                                                                |                              | 25.00             | -      |
| Memorial City Hall Performance Center    | Piano                                                                                                  |                              | 400.00            | -      |
| Memorial City Hall Performance Center    | Piano - Non-Profit                                                                                     |                              | 300.00            | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (1 - 49 Guests) * No Officer Required                        |                              | -                 | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (100 - 199 Guests) * 2 Officers                              |                              | 90.00             | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (200 - 299 Guests) * 3 Officers                              |                              | 135.00            | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (300 - 399 Guests) * 4 Officers                              |                              | 180.00            | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (400 - 499 Guests) * 5 Officers                              |                              | 225.00            | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (50 - 99 Guests) * 1 Officer                                 |                              | 45.00             | -      |
| Memorial City Hall Performance Center    | Police Security Fee (Hourly) - No Alcohol (500 - 599 Guests) *6 Officers                               |                              | 270.00            | -      |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category                              | Fee Description                                                                | FY24 Fee Amount  | Proposed FY25 Fee | Change |
|---------------------------------------|--------------------------------------------------------------------------------|------------------|-------------------|--------|
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - No Alcohol (600 - 699 Guests) * 7 Officers      |                  | 315.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - No Alcohol (700 - 800 Guests) * 8 Officers      |                  | 360.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (1 - 49 Guests) * 1 Officer          |                  | 50.00             | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (100 - 199 Guests) * 3 Officers      |                  | 150.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (200 - 299 Guests) * 4 Officers      |                  | 200.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (300 - 399 Guests) * 5 Officers      |                  | 250.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (400 - 499 Guests) * 6 Officers      |                  | 300.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (50 - 99 Guests) * 2 Officer         |                  | 100.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (500 - 599 Guests) * 7 Officers      |                  | 350.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (600 - 699 Guests) * 8 Officers      |                  | 400.00            | -      |
| Memorial City Hall Performance Center | Police Security Fee (Hourly) - W/ Alcohol (700 - 800 Guests) * 9 Officers      |                  | 450.00            | -      |
| Memorial City Hall Performance Center | Promotion/Sales/Distribution Of Concessions, Merchandise, Novelties, Souvenirs | 10% Of Net Sales | -                 | -      |
| Memorial City Hall Performance Center | Promotions & Advertising (1 Per Event)                                         |                  | 50.00             | -      |
| Memorial City Hall Performance Center | Promotions & Advertising (2 Per 1 Event)                                       |                  | 75.00             | -      |
| Memorial City Hall Performance Center | Sound System-Operator Fee Not Included                                         |                  | 100.00            | -      |
| Memorial City Hall Performance Center | Spotlights - Operator Fee Not Included                                         |                  | 50.00             | -      |
| Memorial City Hall Performance Center | Tablecloths (Each)                                                             |                  | 7.50              | -      |
| Memorial City Hall Performance Center | Tables (60' Round)                                                             |                  | 15.00             | -      |
| Memorial City Hall Performance Center | Technical Supervisor On-Site For Duration Of Event (Per Hour)                  |                  | 25.00             | -      |
| Memorial City Hall Performance Center | Theatrical Lighting-Operator Fee Not Included                                  |                  | 100.00            | -      |
| Memorial City Hall Performance Center | Video Projectors/Screen (Auditorium Only) Operator Fee Not Included            |                  | 100.00            | -      |
| Memorial City Hall Performance Center | Wireless Clear-Com                                                             |                  | 100.00            | -      |
| Miscellaneous                         | Comprehensive Special Event Permit, 1-20 Vendors                               |                  | 145.00            | -      |
| Miscellaneous                         | Comprehensive Special Event Permit, 21-40 Vendors                              |                  | 225.00            | -      |
| Miscellaneous                         | Comprehensive Special Event Permit, 41-60 Vendors                              |                  | 305.00            | -      |
| Miscellaneous                         | Comprehensive Special Event Permit, 61-80 Vendors                              |                  | 385.00            | -      |
| Miscellaneous                         | Comprehensive Special Event Permit, 81-100 Vendors                             |                  | 465.00            | -      |
| Miscellaneous                         | Demolition Of A Structure                                                      |                  | 75.00             | -      |
| Miscellaneous                         | Fence Above 6Ft                                                                |                  | 35.00             | -      |
| Miscellaneous                         | Itinerant Vendor Permit (Per Day)                                              |                  | 30.00             | -      |
| Miscellaneous                         | Moving Of A Structure                                                          |                  | 125.00            | -      |
| Miscellaneous                         | Solar Panel Installation                                                       |                  | 250.00            | -      |
| Miscellaneous                         | Special Event Permit (Per Application, Valid 3 Consecutive Days)               |                  | 65.00             | -      |
| Municipal Court                       | 1St Excessive Noise                                                            |                  | 100.00            | 130.00 |
| Municipal Court                       | 1St Excessive Noise Muffler                                                    |                  | 100.00            | 130.00 |
| Municipal Court                       | 1St No Commercial Drivers License                                              |                  | 203.90            | 218.90 |
| Municipal Court                       | 1St No Liability Insurance                                                     |                  | 209.00            | 224.00 |
| Municipal Court                       | 1St No Valid Drivers License                                                   |                  | 199.90            | -      |
| Municipal Court                       | 1St Unrestrained Child < 9Yoa                                                  |                  | 12.50             | -      |
| Municipal Court                       | 2Nd Excessive Noise                                                            |                  | 250.00            | 280.00 |
| Municipal Court                       | 2Nd Excessive Noise Muffler                                                    |                  | 250.00            | 280.00 |
| Municipal Court                       | 2Nd No Commercial Drivers License                                              |                  | 228.90            | 243.90 |
| Municipal Court                       | 2Nd No Liability Insurance                                                     |                  | 354.00            | 369.00 |
| Municipal Court                       | 2Nd No Valid Drivers License                                                   |                  | 199.90            | -      |
| Municipal Court                       | 3Rd Or Over Excessive Noise                                                    |                  | 500.00            | -      |
| Municipal Court                       | 3Rd No Liability Insurance                                                     |                  | 454.00            | 469.00 |
| Municipal Court                       | 3Rd No Valid Drivers License                                                   |                  | 199.90            | -      |
| Municipal Court                       | 3Rd Or More Excessive Noise Muffler                                            |                  | 500.00            | -      |
| Municipal Court                       | 4Th No Drivers License                                                         |                  | 199.90            | -      |
| Municipal Court                       | 4Th No Liability Insurance                                                     |                  | 554.00            | 569.00 |
| Municipal Court                       | 5Th + No Valid Drivers License                                                 |                  | 199.90            | -      |
| Municipal Court                       | 5Th No Liability Insurance                                                     |                  | 554.00            | 569.00 |
| Municipal Court                       | 6Th No Liability Insurance                                                     |                  | 554.00            | 569.00 |
| Municipal Court                       | 7Th No Liability Insurance                                                     |                  | 554.00            | 569.00 |
| Municipal Court                       | 8Th No Liability Insurance                                                     |                  | 554.00            | 569.00 |
| Municipal Court                       | 9Th + No Liability Insurance                                                   |                  | 554.00            | 569.00 |
| Municipal Court                       | Administrative Dismissal Fee                                                   |                  | 10.00             | -      |
| Municipal Court                       | Allowing Unlicensed Driver To Drive                                            |                  | 104.00            | 119.00 |
| Municipal Court                       | Animal At Large                                                                |                  | 100.00            | 130.00 |
| Municipal Court                       | Animal Care                                                                    |                  | 104.00            | 134.00 |
| Municipal Court                       | Arrest Fee                                                                     |                  | 5.00              | -      |
| Municipal Court                       | Assault By Contact                                                             |                  | 304.00            | 334.00 |
| Municipal Court                       | Assault By Threat                                                              |                  | 304.00            | 334.00 |
| Municipal Court                       | Assault Family Violence                                                        |                  | 304.00            | 334.00 |
| Municipal Court                       | Atv On City Street                                                             |                  | 89.00             | 119.00 |
| Municipal Court                       | Breaking Open Pound                                                            |                  | 104.00            | 134.00 |
| Municipal Court                       | Building Code Violation                                                        |                  | 54.00             | 84.00  |
| Municipal Court                       | Building Maintenance Code                                                      |                  | 116.00            | 146.00 |
| Municipal Court                       | Building Security Fee                                                          |                  | 3.00              | -      |
| Municipal Court                       | Change Lanes When Unsafe                                                       |                  | 150.90            | 165.90 |
| Municipal Court                       | Child Safety Fund                                                              |                  | 25.00             | -      |
| Municipal Court                       | Child Safety Fund D.A.R.E.                                                     |                  | 25.00             | -      |
| Municipal Court                       | Child Safety Seat - Txdot (State Fee)                                          |                  | 0.15              | -      |
| Municipal Court                       | Commercial Vehicle Violation                                                   |                  | 150.90            | 165.90 |
| Municipal Court                       | Compensation Criminal Victims (State Fee)                                      |                  | 15.00             | -      |
| Municipal Court                       | Condemned Structure                                                            |                  | 54.00             | 84.00  |
| Municipal Court                       | Cons. Alcoholic Bev. On Prem Lic. Off Prem Cons.                               |                  | 104.00            | 134.00 |
| Municipal Court                       | Consolidated Court Cost (State Fee)                                            |                  | 17.00             | -      |
| Municipal Court                       | Contest Of Speed (Racing)                                                      |                  | 145.90            | 160.90 |
| Municipal Court                       | Correctional Mgmt. Institute (State Fee)                                       |                  | 0.50              | -      |
| Municipal Court                       | Court Cost                                                                     |                  | 51.25             | -      |
| Municipal Court                       | Court Cost (State Fee)                                                         |                  | 51.25             | -      |
| Municipal Court                       | Criminal Mischief                                                              |                  | 254.00            | 284.00 |
| Municipal Court                       | Cross At Point Other Than Crosswalk                                            |                  | 135.00            | 150.00 |
| Municipal Court                       | Cut Across Property To Make Turn                                               |                  | 85.90             | 100.90 |
| Municipal Court                       | Cut Corner Left Turn                                                           |                  | 85.90             | 100.90 |
| Municipal Court                       | Defective Brake Lights                                                         |                  | 85.90             | 100.90 |
| Municipal Court                       | Defective Brakes                                                               |                  | 55.90             | 70.90  |
| Municipal Court                       | Defective Headlights                                                           |                  | 50.90             | 65.90  |
| Municipal Court                       | Defective License Plate Light                                                  |                  | 50.90             | 65.90  |
| Municipal Court                       | Defective Tail Lights                                                          |                  | 50.90             | 65.90  |
| Municipal Court                       | Direct Contempt                                                                |                  | 100.00            | -      |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category        | Fee Description                                   | FY24 Fee Amount | Proposed FY25 Fee | Change |
|-----------------|---------------------------------------------------|-----------------|-------------------|--------|
| Municipal Court | Discharge Fire Works City Limits                  | 54.00           | 84.00             | 30.00  |
| Municipal Court | Discharge Weapon In City Limits                   | 200.00          | -                 | -      |
| Municipal Court | Disorderly Conduct - Exposure                     | 304.00          | 334.00            | 30.00  |
| Municipal Court | Disorderly Conduct Display Firearm                | 304.00          | 334.00            | 30.00  |
| Municipal Court | Disorderly Conduct Fighting                       | 304.00          | 334.00            | 30.00  |
| Municipal Court | Disorderly Conduct Fighting At School             | 104.00          | 134.00            | 30.00  |
| Municipal Court | Disorderly Conduct Language                       | 304.00          | 334.00            | 30.00  |
| Municipal Court | Disorderly Conduct Language At School             | 104.00          | 134.00            | 30.00  |
| Municipal Court | Disorderly Conduct Lewd & Unlawful Behavior       | 304.00          | 334.00            | 30.00  |
| Municipal Court | Disregard Rail Road Crossing Gate                 | 155.90          | 170.90            | 15.00  |
| Municipal Court | Disregard Traffic Control Device                  | 85.90           | 100.90            | 15.00  |
| Municipal Court | Disregarded No Passing Zone                       | 105.90          | 120.90            | 15.00  |
| Municipal Court | Disruption Of Class                               | 104.00          | 134.00            | 30.00  |
| Municipal Court | Drinking Alcoholic Beverage In Public Place, Proh | 200.00          | -                 | -      |
| Municipal Court | Driving On Improved Shoulder                      | 86.00           | 101.00            | 15.00  |
| Municipal Court | Driving While License Invalid                     | 303.90          | 318.90            | 15.00  |
| Municipal Court | Drove Around Barricade                            | 119.00          | 134.00            | 15.00  |
| Municipal Court | Drove In Center Median                            | 85.90           | 100.90            | 15.00  |
| Municipal Court | Drove On Improved Shoulder                        | 85.90           | 100.90            | 15.00  |
| Municipal Court | Drove Over Fire Hose                              | 105.90          | 120.90            | 15.00  |
| Municipal Court | Drove With Out Of State DI For More Than 30 Days  | 104.00          | 119.00            | 15.00  |
| Municipal Court | Drove Without Lights When Required                | 85.90           | 100.90            | 15.00  |
| Municipal Court | Drove Wrong Side Of Roadway                       | 95.90           | 110.90            | 15.00  |
| Municipal Court | Drove Wrong Way One Way Street                    | 85.90           | 100.90            | 15.00  |
| Municipal Court | Electronic Transmission Depicting A Minor         | 304.00          | 334.00            | 30.00  |
| Municipal Court | Excessive Speed                                   | 85.90           | 100.90            | 15.00  |
| Municipal Court | Exp.Vehicle Registration                          | 94.00           | 109.00            | 15.00  |
| Municipal Court | Expired Drivers License                           | 104.00          | 119.00            | 15.00  |
| Municipal Court | Fail To Appear As Witness                         | 104.00          | 134.00            | 30.00  |
| Municipal Court | Fail To Control Speed Accident                    | 150.90          | 165.90            | 15.00  |
| Municipal Court | Fail To Dim Head Lights                           | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Drive In Single Lane                      | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Give Half Of Road Way                     | 150.90          | 165.90            | 15.00  |
| Municipal Court | Fail To Hold Food At Proper Temperature           | 139.00          | 154.00            | 15.00  |
| Municipal Court | Fail To Identify                                  | 254.00          | 284.00            | 30.00  |
| Municipal Court | Fail To Keep Bicycle On Right Side Of Road        | 86.00           | 101.00            | 15.00  |
| Municipal Court | Fail To Obey Direction Officer                    | 100.90          | 115.90            | 15.00  |
| Municipal Court | Fail To Register Vacant Property                  | 124.00          | 154.00            | 30.00  |
| Municipal Court | Fail To Report Accident At Once                   | 86.00           | 101.00            | 15.00  |
| Municipal Court | Fail To Report Change Address To Dps              | 54.00           | 69.00             | 15.00  |
| Municipal Court | Fail To Signal 100' Before Turn                   | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Signal Lane Change                        | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Stop - Designated Point - Stop Sign       | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Stop Accident Fixture                     | 199.90          | -                 | -      |
| Municipal Court | Fail To Stop Accident Hit Moving Vehicle          | 199.90          | 214.90            | 15.00  |
| Municipal Court | Fail To Stop Accident Parked Vehicle              | 199.90          | 214.90            | 15.00  |
| Municipal Court | Fail To Stop And Render Info/Aid                  | 199.90          | -                 | -      |
| Municipal Court | Fail To Stop Designated Point Red Light           | 85.90           | 100.90            | 15.00  |
| Municipal Court | Fail To Yield Right Of Way Emergency Vehicle      | 199.90          | 199.90            | -      |
| Municipal Court | Failure To Appear                                 | 30.00           | -                 | -      |
| Municipal Court | Failure To Yield -R.O.W Emergency Vehicle         | 199.90          | -                 | -      |
| Municipal Court | Failure To Yield Right Of Way - Open Intersection | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield Right Of Way - Private Drive     | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield Right Of Way - Red Light         | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield Right Of Way - Stop Sign         | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield Right Of Way - Turning Left      | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield Right Of Way - Yield Sign        | 150.90          | 165.90            | 15.00  |
| Municipal Court | Failure To Yield -To Parked Emergency Vehicle     | 199.90          | -                 | -      |
| Municipal Court | Flashing Red Light Failure To Yield -R.O.W.       | 150.90          | 165.90            | 15.00  |
| Municipal Court | Following To Close                                | 150.90          | 165.90            | 15.00  |
| Municipal Court | Food Protection                                   | 100.00          | 130.00            | 30.00  |
| Municipal Court | Fraudulent Destr Removal Concealment Of Writing   | 304.00          | 334.00            | 30.00  |
| Municipal Court | Fugitive App Fund (State Fee)                     | 5.00            | -                 | -      |
| Municipal Court | Go Straight Turn Only Lane                        | 85.90           | 100.90            | 15.00  |
| Municipal Court | Illegal Burning                                   | 104.00          | 134.00            | 30.00  |
| Municipal Court | Illegal Dumping                                   | 54.00           | 84.00             | 30.00  |
| Municipal Court | Illegal Keeping Of Poultry                        | 100.00          | 130.00            | 30.00  |
| Municipal Court | Illegal Lane Change No Accident                   | 95.90           | 110.90            | 15.00  |
| Municipal Court | Illegal Sign                                      | 100.00          | 130.00            | 30.00  |
| Municipal Court | Illegal U-Turn                                    | 104.00          | 134.00            | 30.00  |
| Municipal Court | Improper Left Turn                                | 150.90          | 165.90            | 15.00  |
| Municipal Court | Improper Right Turn                               | 150.90          | 165.90            | 15.00  |
| Municipal Court | Improper Solid Rubber Tire                        | 86.00           | 101.00            | 15.00  |
| Municipal Court | Improper Use Of Horn                              | 51.00           | 66.00             | 15.00  |
| Municipal Court | Indigent Defense (State Fee)                      | 2.00            | -                 | -      |
| Municipal Court | Jc                                                | 71.00           | 96.00             | 25.00  |
| Municipal Court | Judicial Court Training (State Fee)               | 2.00            | -                 | -      |
| Municipal Court | Judicial Support Fund (State Fee)                 | 6.00            | -                 | -      |
| Municipal Court | Junk Vehicles                                     | 54.00           | 84.00             | 30.00  |
| Municipal Court | Jury Reimb. Svc. Fee (State Fee)                  | 4.00            | -                 | -      |
| Municipal Court | Juv. Crime & Del. Fund (State Fee)                | 0.50            | -                 | -      |
| Municipal Court | Juvenile Curfew                                   | 300.00          | 330.00            | 30.00  |
| Municipal Court | Leave Child Unattended In Vehicle                 | 204.00          | 234.00            | 30.00  |
| Municipal Court | Left Turn Wrong Lane                              | 85.90           | 100.90            | 15.00  |
| Municipal Court | Littering City Street                             | 104.00          | 134.00            | 30.00  |
| Municipal Court | Local Traffic Fee                                 | 3.00            | -                 | -      |
| Municipal Court | Local Truancy And Prevention                      | 5.00            | -                 | -      |
| Municipal Court | Made Uturn On Curve Or Hill                       | 85.90           | 100.90            | 15.00  |
| Municipal Court | Method Of Collection And Receptacles              | 116.00          | 146.00            | 30.00  |
| Municipal Court | Micellaneous Penal Code Violation                 | 254.00          | 284.00            | 30.00  |
| Municipal Court | Minor Consuming Alcohol                           | 104.00          | 134.00            | 30.00  |
| Municipal Court | Minor Driving Under The Influence Alcohol         | 138.90          | 168.90            | 30.00  |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category        | Fee Description                                | FY24 Fee Amount | Proposed FY25 Fee | Change |
|-----------------|------------------------------------------------|-----------------|-------------------|--------|
| Municipal Court | Minor In Possession Alcohol                    | 104.00          | 134.00            | 30.00  |
| Municipal Court | Minor In Possession Tobacco Product            | 189.00          | 219.00            | 30.00  |
| Municipal Court | Misc. Government Code                          | 104.00          | 134.00            | 30.00  |
| Municipal Court | Miscellaneous City Ordinance                   | 736.00          | 766.00            | 30.00  |
| Municipal Court | Miscellaneous Moving Traffic                   | 85.90           | 100.90            | 15.00  |
| Municipal Court | Municipal Court Building Secur                 | 4.90            | -                 | -      |
| Municipal Court | Municipal Court Technology Fun                 | 4.00            | -                 | -      |
| Municipal Court | Municipal Jury Fund                            | 0.10            | -                 | -      |
| Municipal Court | New Consolidated Court Cost (State Fee)        | 40.00           | -                 | -      |
| Municipal Court | No Alarm Permit                                | 29.00           | 44.00             | 15.00  |
| Municipal Court | No Certified Food Manager On Duty              | 100.00          | 130.00            | 30.00  |
| Municipal Court | No Drivers License On Demand                   | 54.00           | 69.00             | 15.00  |
| Municipal Court | No Identification Tag                          | 104.00          | 134.00            | 30.00  |
| Municipal Court | No License Plate On Trailer                    | 104.00          | 119.00            | 15.00  |
| Municipal Court | No Motorcycle Endorsement                      | 133.90          | 148.90            | 15.00  |
| Municipal Court | No Mud Flapps                                  | 51.00           | 66.00             | 15.00  |
| Municipal Court | No Protective Head Gear Motor Cycle            | 49.00           | -                 | -      |
| Municipal Court | No Seat Belt Child 4-16                        | 51.50           | 66.50             | 15.00  |
| Municipal Court | No Seat Belt Driver                            | 48.00           | 63.00             | 15.00  |
| Municipal Court | No Seat Belt Passenger                         | 48.00           | -                 | -      |
| Municipal Court | No Slow Moving Vehicle Emblem                  | 85.90           | 100.90            | 15.00  |
| Municipal Court | No Stoplamps When Required                     | 85.90           | 100.90            | 15.00  |
| Municipal Court | No Vehicle Registration Displayed              | 109.00          | 124.00            | 15.00  |
| Municipal Court | No White Light On Front Of Bicycle             | 50.90           | 65.90             | 15.00  |
| Municipal Court | No/Expired Vaccination Tag                     | 54.00           | 84.00             | 30.00  |
| Municipal Court | Noise Disorderly Conduct                       | 254.00          | 284.00            | 30.00  |
| Municipal Court | Noxious Odor Disorderly Conduct                | 104.00          | 134.00            | 30.00  |
| Municipal Court | Nuisance                                       | 54.00           | 84.00             | 30.00  |
| Municipal Court | Obscured License Plate                         | 104.00          | 119.00            | 15.00  |
| Municipal Court | Occupying A Condemned Structure                | 54.00           | 84.00             | 30.00  |
| Municipal Court | Omni                                           | 6.00            | -                 | -      |
| Municipal Court | Omni City                                      | 4.00            | -                 | -      |
| Municipal Court | Only One License Plate                         | 54.00           | 69.00             | 15.00  |
| Municipal Court | Open Container Alcohol In Vehicle (2Nd) Driver | 253.90          | 283.90            | 30.00  |
| Municipal Court | Open Container Alcohol In Vehicle (1St) Driver | 203.90          | 233.90            | 30.00  |
| Municipal Court | Open Container In Vehicle - Passenger          | 204.00          | 219.00            | 15.00  |
| Municipal Court | Operate Food Establishment Without Permit      | 200.00          | -                 | -      |
| Municipal Court | Operate Unsafe Vehicle                         | 85.90           | 100.90            | 15.00  |
| Municipal Court | Operate Vehicle With Child In Open Bed         | 105.90          | 120.90            | 15.00  |
| Municipal Court | Operate Vehicle With Wrong Lp/Registration     | 129.00          | 144.00            | 15.00  |
| Municipal Court | Operate Vehicle Without License Plate          | 104.00          | 119.00            | 15.00  |
| Municipal Court | Over Maximum Height                            | 119.00          | 134.00            | 15.00  |
| Municipal Court | Overgrown Lot                                  | 54.00           | 84.00             | 30.00  |
| Municipal Court | Parked And Failed To Set Brakes                | 155.00          | 165.00            | 10.00  |
| Municipal Court | Parked Facing Traffic                          | 50.00           | 80.00             | 30.00  |
| Municipal Court | Parked In Fire Lane                            | 100.00          | 130.00            | 30.00  |
| Municipal Court | Parked In Handicaped Zone                      | 500.00          | 515.00            | 15.00  |
| Municipal Court | Parked In Lane Of Traffic                      | 50.00           | 80.00             | 30.00  |
| Municipal Court | Parked In Prohibited Area                      | 135.00          | 150.00            | 15.00  |
| Municipal Court | Parked Within 15' Of Fire Hydrant              | 135.00          | 150.00            | 15.00  |
| Municipal Court | Parking - Cv - Prohibited Area                 | 50.00           | 80.00             | 30.00  |
| Municipal Court | Parking Lot Back W/O Safety                    | 151.00          | 166.00            | 15.00  |
| Municipal Court | Parking Miscellaneous                          | 50.00           | 80.00             | 30.00  |
| Municipal Court | Pass Insufficient Clearance                    | 85.90           | 100.90            | 15.00  |
| Municipal Court | Pass Stationary Emergency Vehicle              | 199.90          | -                 | -      |
| Municipal Court | Pass When Unsafe                               | 150.90          | 165.90            | 15.00  |
| Municipal Court | Passed In No Passing Zone                      | 85.90           | 100.90            | 15.00  |
| Municipal Court | Passing School Bus                             | 25.00           | -                 | -      |
| Municipal Court | Passing School Bus Loading/Unloading           | 500.90          | 515.90            | 15.00  |
| Municipal Court | Plumbing Violations                            | 54.00           | 84.00             | 30.00  |
| Municipal Court | Police Dept. Overtime Reimbursement            | 40.00           | -                 | -      |
| Municipal Court | Possession Drug Paraphernalia                  | 304.00          | 334.00            | 30.00  |
| Municipal Court | Possession Of Illegal Smoking Products         | 254.00          | 284.00            | 30.00  |
| Municipal Court | Processing Fee - Defensive Driving             | 9.90            | -                 | -      |
| Municipal Court | Prohibited Accumulations                       | 2,000.00        | -                 | -      |
| Municipal Court | Prohibited Left Turn                           | 85.90           | 100.90            | 15.00  |
| Municipal Court | Public Intoxication                            | 304.00          | 334.00            | 30.00  |
| Municipal Court | Ran Flashing Red Light                         | 85.90           | 100.90            | 15.00  |
| Municipal Court | Ran Red Light                                  | 85.90           | 100.90            | 15.00  |
| Municipal Court | Ran Stop Sign                                  | 85.90           | 100.90            | 15.00  |
| Municipal Court | Reckless Damage & Destruction                  | 254.00          | 284.00            | 30.00  |
| Municipal Court | Reckless Driving                               | 221.00          | 236.00            | 15.00  |
| Municipal Court | Remaining On Premises                          | 184.00          | 214.00            | 30.00  |
| Municipal Court | Riding On Rear Wheel Only                      | 104.00          | 134.00            | 30.00  |
| Municipal Court | Right Turn From Wrong Lane Accident            | 150.90          | 165.90            | 15.00  |
| Municipal Court | Seat Belt Fines                                | 74.00           | -                 | -      |
| Municipal Court | Sell Single Cigarettes                         | 100.00          | -                 | -      |
| Municipal Court | Selling Without Permit                         | 304.00          | 334.00            | 30.00  |
| Municipal Court | Sex Orientated Business                        | 200.00          | 230.00            | 30.00  |
| Municipal Court | Shine A Laserlight At Uniformed Safety Officer | 304.00          | 334.00            | 30.00  |
| Municipal Court | Skateboarding Where Prohibited                 | 84.00           | 104.00            | 20.00  |
| Municipal Court | Smoke In Prohibited Area                       | 104.00          | 134.00            | 30.00  |
| Municipal Court | Solicitation Without Permit                    | 200.00          | 230.00            | 30.00  |
| Municipal Court | Special Expense Fee/Deferred                   | 1.00            | -                 | -      |
| Municipal Court | Special Use Permit Violation                   | 200.00          | -                 | -      |
| Municipal Court | Speeding 1-10 Over Limit                       | 85.90           | 100.90            | 15.00  |
| Municipal Court | Speeding 11-15                                 | 95.90           | 110.90            | 15.00  |
| Municipal Court | Speeding 16-20                                 | 105.90          | 120.90            | 15.00  |
| Municipal Court | Speeding 21-24                                 | 130.90          | 145.90            | 15.00  |
| Municipal Court | Speeding 25 Mph & Over                         | 199.90          | -                 | -      |
| Municipal Court | Speeding Less Than 10 Percent Above Limit      | 85.90           | 100.90            | 15.00  |
| Municipal Court | Speeding School Zone                           | 150.90          | 165.90            | 15.00  |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category                       | Fee Description                                                      | FY24 Fee Amount | Proposed FY25 Fee      | Change                 |
|--------------------------------|----------------------------------------------------------------------|-----------------|------------------------|------------------------|
| Municipal Court                | Speeding School Zone 25 Over                                         | 199.90          | -                      | -                      |
| Municipal Court                | Stands Vehicle And Blocks Handicapped Access                         | 500.00          | 515.00                 | 15.00                  |
| Municipal Court                | State Consolidated Fees                                              | 62.00           | -                      | -                      |
| Municipal Court                | State Moving Violation Fee                                           | 0.10            | -                      | -                      |
| Municipal Court                | State Traffic Fee                                                    | 30.00           | -                      | -                      |
| Municipal Court                | State Traffic Fee                                                    | 50.00           | -                      | -                      |
| Municipal Court                | Stop In Lane Of Traffic                                              | 135.00          | 150.00                 | 15.00                  |
| Municipal Court                | Street Backed W/O Safety                                             | 151.00          | 166.00                 | 15.00                  |
| Municipal Court                | T V Receiver View Driver                                             | 86.00           | 101.00                 | 15.00                  |
| Municipal Court                | Technology Fund                                                      | 4.00            | -                      | -                      |
| Municipal Court                | Texting While Driving                                                | 25.00           | 40.00                  | 15.00                  |
| Municipal Court                | Theft Less Than One Hundred Dollars                                  | 304.00          | 334.00                 | 30.00                  |
| Municipal Court                | Theft Of Service Less Than \$100                                     | 304.00          | 334.00                 | 30.00                  |
| Municipal Court                | Time Pay Fee                                                         | 2.50            | -                      | -                      |
| Municipal Court                | Time Pay Fee                                                         | 10.00           | -                      | -                      |
| Municipal Court                | Time Pay Fee (State Fee)                                             | 15.00           | -                      | -                      |
| Municipal Court                | Traffic Fund                                                         | 3.00            | -                      | -                      |
| Municipal Court                | Truancy Prevention Diversion                                         | 2.00            | -                      | -                      |
| Municipal Court                | Turned When Unsafe                                                   | 150.90          | 165.90                 | 15.00                  |
| Municipal Court                | Unapproved Equipment                                                 | 50.90           | 65.90                  | 15.00                  |
| Municipal Court                | Unauthorized Glass Coating Material                                  | 55.90           | 70.90                  | 15.00                  |
| Municipal Court                | Unlawful Load Extension To Rear                                      | 119.00          | 134.00                 | 15.00                  |
| Municipal Court                | Unlawful Use Of Engine Brakes; Compression Brakes                    | 200.00          | -                      | -                      |
| Municipal Court                | Unrestrained Child < 8 Yoa                                           | 148.00          | -                      | -                      |
| Municipal Court                | Unrestrained Child < 8Yoa 2Nd Or More                                | 74.00           | -                      | -                      |
| Municipal Court                | Unrestrained Child Under Five                                        | 51.50           | 66.50                  | 15.00                  |
| Municipal Court                | Unrestrained Child Under Two                                         | 51.50           | 66.50                  | 15.00                  |
| Municipal Court                | Unsafe Speed                                                         | 85.90           | 100.90                 | 15.00                  |
| Municipal Court                | Unsafe Start Parked, Stopped, Standing Position                      | 85.90           | 100.90                 | 15.00                  |
| Municipal Court                | Unsecured Load                                                       | 129.00          | 144.00                 | 15.00                  |
| Municipal Court                | Unslightly Yard Or Lot                                               | 54.00           | 84.00                  | 30.00                  |
| Municipal Court                | Use Of Sidewalk                                                      | 105.00          | 120.00                 | 15.00                  |
| Municipal Court                | Use Of Wireless Communication Device In Sz                           | 130.90          | 145.90                 | 15.00                  |
| Municipal Court                | Victims Comp (State Fee)                                             | 35.00           | -                      | -                      |
| Municipal Court                | Violation Commerical Drivers License Rest.                           | 203.90          | 218.90                 | 15.00                  |
| Municipal Court                | Violation Continuing Obligation                                      | 309.00          | 324.00                 | 15.00                  |
| Municipal Court                | Violation Drivers License Restriction                                | 53.90           | 68.90                  | 15.00                  |
| Municipal Court                | Violation Of Burn Ban                                                | 404.00          | 434.00                 | 30.00                  |
| Municipal Court                | Violation Of Promise To Appear                                       | 200.00          | -                      | -                      |
| Municipal Court                | Violation Of Restrictions On Windows                                 | 56.00           | 71.00                  | 15.00                  |
| Municipal Court                | Walking With Back To Traffic                                         | 71.00           | 96.00                  | 25.00                  |
| Municipal Court                | Warrant Fee                                                          | 50.00           | -                      | -                      |
| Municipal Court                | Wrong Inspection Sticker Displayed                                   | 96.00           | 111.00                 | 15.00                  |
| Municipal Court                | Wrong Registration Displayed                                         | 129.00          | 144.00                 | 15.00                  |
| Nursing Home Insp.             | Nursing Home / Assisted Living State Inspection                      | 150.00          | -                      | -                      |
| Parks & Recreation             | Pavilion Rentals - 2 Hours/Per Pavilion (Non-Resident)               | -               | 30.00                  | 30.00                  |
| Parks & Recreation             | Pavilion Rentals - 2 Hours/Per Pavilion (Resident)                   | -               | 20.00                  | 20.00                  |
| Parks & Recreation             | Pavilion Rentals - All Day (8 Am - 8 Pm) Per Pavilion (Non-Resident) | -               | 150.00                 | 150.00                 |
| Parks & Recreation             | Pavilion Rentals - All Day (8 Am - 8 Pm) Per Pavilion (Resident)     | -               | 100.00                 | 100.00                 |
| Parks & Recreation/Arena       | Contractual Services                                                 | -               | 30% Of Participant Fee | 30% Of Participant Fee |
| Parks & Recreation/Arena       | Large Arena (Per Day)                                                | 600.00          | -                      | -                      |
| Parks & Recreation/Arena       | Meeting Rooms                                                        | 100.00          | -                      | -                      |
| Parks & Recreation/Arena       | Recreational Vehicle Hookups (Per Day)                               | 20.00           | -                      | -                      |
| Parks & Recreation/Arena       | Shavings (40Lb. Bag)                                                 | 6.00            | -                      | -                      |
| Parks & Recreation/Arena       | Small Arena (Per Day)                                                | 350.00          | -                      | -                      |
| Parks & Recreation/Arena       | Stall Rentals (Per Day)                                              | 20.00           | -                      | -                      |
| Parks & Recreation/Ballfields  | Clean Up/Damage Deposit                                              | -               | 250.00                 | 250.00                 |
| Parks & Recreation/Ballfields  | Field Preparation Per Field - Lions Ball Field/Babe Ruth Ball Field  | -               | 40.00                  | 40.00                  |
| Parks & Recreation/Ballfields  | Field Rentals Per Hour (Non-Resident)                                | -               | 35.00                  | 35.00                  |
| Parks & Recreation/Ballfields  | Field Rentals Per Hour (Resident)                                    | -               | 25.00                  | 25.00                  |
| Parks & Recreation/Ballfields  | Lights Per Hour (Per Field)                                          | -               | 20.00                  | 20.00                  |
| Parks & Recreation/Ballfields  | Operating Agreement -Increasing 1% Each Year                         | -               | 6% Of Gross For Year   | 6% Of Gross For Year   |
| Parks & Recreation/Ballfields  | Tournament Staff Per Hour                                            | -               | 40.00                  | 40.00                  |
| Parks & Recreation/Ballfields  | Tournament User Light Fees Per Field Per Day - 3 Hours (6 - 9 Pm)    | -               | 30.00                  | 30.00                  |
| Parks & Recreation/Ballfields  | Tournaments User Fee Per Field Per Day                               | 50.00           | 100.00                 | 50.00                  |
| Parks & Recreation/Ballfields  | Tournaments User Fee Per Field Per Day - Non-Resident (8 Am - 9 Pm)  | -               | 250.00                 | 250.00                 |
| Parks & Recreation/Ballfields  | Tournaments User Fee Per Field Per Day - Resident (8 Am - 9 Pm)      | 50.00           | 150.00                 | 100.00                 |
| Parks & Recreation/Ballfields  | Tournaments User Fee Per Field Per Event                             | 100.00          | 100.00                 | -                      |
| Parks & Recreation/Ballfields  | Tournaments, 10% Of Profit                                           | 10% Of Profit   | -                      | -                      |
| Parks & Recreation/Ballfields  | User Fee Per Team Participating In League Play                       | 90.00           | 100.00                 | 10.00                  |
| Parks & Recreation/Golf Course | Annual Membership                                                    | 721.00          | -                      | -                      |
| Parks & Recreation/Golf Course | Cart Storage - Electric Cart (Monthly)                               | 23.70           | -                      | -                      |
| Parks & Recreation/Golf Course | Cart Storage - Gas Cart (Monthly)                                    | 12.90           | -                      | -                      |
| Parks & Recreation/Golf Course | Cart, Rental, 18 Holes                                               | 15.50           | -                      | -                      |
| Parks & Recreation/Golf Course | Cart, Rental, 27 Holes                                               | 20.60           | -                      | -                      |
| Parks & Recreation/Golf Course | Cart, Rental, 36 Holes                                               | 25.70           | -                      | -                      |
| Parks & Recreation/Golf Course | Cart, Rental, 9 Holes                                                | 10.30           | -                      | -                      |
| Parks & Recreation/Golf Course | City Employee Membership                                             | -               | 360.00                 | 360.00                 |
| Parks & Recreation/Golf Course | City Run, Tournament Participation Fee Per Person                    | -               | 65.00                  | 65.00                  |
| Parks & Recreation/Golf Course | Contractual Services                                                 | -               | 30% Of Participant Fee | 30% Of Participant Fee |
| Parks & Recreation/Golf Course | Driving Range, Large Bucket, W/Monthly Fee                           | 6.70            | -                      | -                      |
| Parks & Recreation/Golf Course | Driving Range, Medium Bucket                                         | 8.80            | -                      | -                      |
| Parks & Recreation/Golf Course | Driving Range, Medium Bucket, W/Monthly Fee                          | 4.60            | -                      | -                      |
| Parks & Recreation/Golf Course | Driving Range, Small Bucket                                          | 6.20            | -                      | -                      |
| Parks & Recreation/Golf Course | Driving Range, Small Bucket, W/Monthly Fee                           | 3.30            | -                      | -                      |
| Parks & Recreation/Golf Course | Driving Range, Large Bucket                                          | 10.30           | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - 18 Holes Weekdays                                       | 12.40           | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - 18 Holes Weekends/Holidays                              | 20.60           | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - 9 Holes Weekdays                                        | 7.50            | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - 9 Holes Weekends/Holidays                               | 15.50           | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - Monthly                                                 | 72.10           | -                      | -                      |
| Parks & Recreation/Golf Course | Green Fees - Twilight W/ Cart Rental                                 | 7.40            | 14.72                  | 7.32                   |



**City of Marshall**  
Comprehensive Fee Schedule FY25

| Category                       | Fee Description                                                                                 | FY24 Fee Amount                     | Proposed FY25 Fee | Change |
|--------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------|-------------------|--------|
| Parks & Recreation/Golf Course | Tournament User Course Rental Fee                                                               | 350.00                              | -                 | -      |
| Parks & Recreation/Golf Course | Tournament User Course Rental Deposit Fee                                                       | -                                   | 100.00            | 100.00 |
| Parks & Recreation/Golf Course | Trail Fees - Daily                                                                              | 6.70                                | -                 | -      |
| Parks & Recreation/Golf Course | Trail Fees - Monthly                                                                            | 13.90                               | -                 | -      |
| Residential                    | Above Ground Pool                                                                               | 100.00                              | -                 | -      |
| Residential                    | Accessory Structure Permit Fee (Per Sq. Foot)                                                   | 0.15                                | -                 | -      |
| Residential                    | Accessory Structure Plan Review                                                                 | 50.00                               | -                 | -      |
| Residential                    | Certificate Of Occupancy                                                                        | 25.00                               | -                 | -      |
| Residential                    | Driveway                                                                                        | 35.00                               | -                 | -      |
| Residential                    | Electrical- Others/ Repairs                                                                     | 35.00                               | -                 | -      |
| Residential                    | Electrical- Panel Replacement/ Rewire/ Service- Meter Base Replacement                          | 50.00                               | -                 | -      |
| Residential                    | Electrical, Plumbing, Or Mechanical- New Construction Or Addition                               | 10% Of Original Building Permit Fee | -                 | -      |
| Residential                    | In Ground Pool                                                                                  | 200.00                              | -                 | -      |
| Residential                    | Interior/ Exterior Remodel                                                                      | 90.00                               | -                 | -      |
| Residential                    | Irrigation                                                                                      | 100.00                              | -                 | -      |
| Residential                    | Mechanical- Replacement/ Repairs                                                                | 35.00                               | -                 | -      |
| Residential                    | Minor Remodeling                                                                                | 50.00                               | -                 | -      |
| Residential                    | New Construction/Addition/Remodel Permit Fee (Per Sq. Foot)                                     | 0.30                                | -                 | -      |
| Residential                    | New Construction/Addition/Remodel Plan Review Permit                                            | 100.00                              | -                 | -      |
| Residential                    | Plumbing- Others/ Repairs                                                                       | 35.00                               | -                 | -      |
| Residential                    | Plumbing- Slab Leaks/ Tunneling/ Sewer Main Replacement                                         | 50.00                               | -                 | -      |
| Residential                    | Roofing                                                                                         | 50.00                               | -                 | -      |
| Residential                    | Window Replacement (Per Window, Minimum \$35)                                                   | 10.00                               | -                 | -      |
| Service Fee                    | After-Hour Service Fee                                                                          | 45.00                               | -                 | -      |
| Service Fee                    | Courtesy Turn-On Fee                                                                            | 15.00                               | -                 | -      |
| Service Fee                    | Emergency Cut-Off Fee                                                                           | 15.00                               | -                 | -      |
| Service Fee                    | Meter Audit Fee                                                                                 | 50.00                               | -                 | -      |
| Service Fee                    | Meter Reread/High Bill Check Fee                                                                | 15.00                               | -                 | -      |
| Service Fee                    | Meter Reset Fee                                                                                 | 45.00                               | -                 | -      |
| Service Fee                    | Meter Tampering Fee                                                                             | 100.00                              | -                 | -      |
| Service Fee                    | Meter Testing/Exchange Fee (1" Or Less)                                                         | 100.00                              | -                 | -      |
| Service Fee                    | Reconnect Fee                                                                                   | 50.00                               | -                 | -      |
| Service Fee                    | Return Trip Service Fee                                                                         | 15.00                               | -                 | -      |
| Service Fee                    | Returned Check / Insufficient Funds                                                             | 35.00                               | -                 | -      |
| Service Fee                    | Temporary Cut-Off Fee                                                                           | 15.00                               | -                 | -      |
| Service Fee                    | Transfer Fee (Transfer Of Residential Account)                                                  | 15.00                               | -                 | -      |
| Sewer                          | Access Fee                                                                                      | 500.00                              | -                 | -      |
| Sewer                          | Pretreatment, Annual Waste Hauler Permit (Specified Period Not To Exceed 5 Years)               | 100.00                              | -                 | -      |
| Sewer                          | Pretreatment, Setting Sampler For Industry (Per Trip)                                           | 50.00                               | -                 | -      |
| Sewer                          | Pretreatment, Trip Charge For Industry (Per Trip)                                               | 10.00                               | -                 | -      |
| Sewer                          | Pretreatment, Waste Hauler Discharge Fee, Residential Waste (Per Gallon)                        | 0.03                                | -                 | -      |
| Sewer                          | Pretreatment, Waste Hauler Discharge Fee, Waste Collected Outside City Limits (Per Gallon)      | 0.04                                | -                 | -      |
| Sewer Rates                    | Sewer Rates Inside City Limits (Per 1,000 Gallons)                                              | 6.17                                | 6.43              | 0.26   |
| Sewer Rates                    | Sewer Rates Inside City Limits Base Rate                                                        | 15.39                               | 16.01             | 0.62   |
| Sewer Rates                    | Sewer Rates Outside City Limits (Per 1,000 Gallons)                                             | 12.34                               | 12.86             | 0.52   |
| Sewer Rates                    | Sewer Rates Outside City Limits Base Rate                                                       | 30.78                               | 32.02             | 1.24   |
| Sewer Rates - Leigh Annex      | Sewer Rates - Leigh Annex (Per 1,000 Gallons)                                                   | 6.17                                | 6.43              | 0.26   |
| Sewer Rates - Leigh Annex      | Sewer Rates - Leigh Annex Base Rate                                                             | 15.39                               | 16.01             | 0.62   |
| Special Event Fires            | Includes Pre-Inspection, Fire Watch, And Apparatus (Per Hour)                                   | 50.00                               | -                 | -      |
| Water                          | Access Fee                                                                                      | 675.00                              | -                 | -      |
| Water Rates                    | Schedule Of Water Rates Inside City Limits (Per 1,000 Gallons)                                  | 5.05                                | 5.10              | 0.05   |
| Water Rates                    | Schedule Of Water Rates Outside City Limits (Per 1,000 Gallons)                                 | 10.10                               | 10.20             | 0.10   |
| Water Rates - Leigh Annex      | Schedule Of Water Rates - Leigh Annex (Per 1,000 Gallons)                                       | 5.71                                | 5.88              | 0.17   |
| Zoning and Platting Fees       | Annexations                                                                                     | 675.00                              | -                 | -      |
| Zoning and Platting Fees       | Minor Plat (Less Than 4 Lots W/No Utility Extension) (\$5.00 Per Lot Not Including County Fees) | 675.00                              | -                 | -      |
| Zoning and Platting Fees       | Planned Unit Developments                                                                       | 50.00                               | -                 | -      |
| Zoning and Platting Fees       | Preliminary Or Final Plat (\$5.00 Per Lot Not Including County Recording Fees)                  | 50.00                               | -                 | -      |
| Zoning and Platting Fees       | Printing/ Reproduction (Per Page)                                                               | 675.00                              | -                 | -      |
| Zoning and Platting Fees       | Re-Zone/ Variance                                                                               | 675.00                              | -                 | -      |
| Zoning and Platting Fees       | Right-Of-Way Abandonment                                                                        | 50.00                               | -                 | -      |
| Zoning and Platting Fees       | Site Plan Review (Nonresidential Only)                                                          | 50.00                               | -                 | -      |
| Zoning and Platting Fees       | Specific Use Permit                                                                             | 675.00                              | -                 | -      |
| Zoning and Platting Fees       | Zoning Verification Letter                                                                      | 50.00                               | -                 | -      |



TO: City Council  
DATE: September 26, 2024  
ITEM #: 9.B  
SUBJECT: Discuss and consider adoption of an ordinance authorizing the Issuance of City of Marshall, Texas Utility System Revenue Bonds, Series 2024, in the principal amount of \$11,350,000 and awarding the sale of such Bonds to the Texas Water Development Board. (Finance)

**Recommendation for Action:** Approve an ordinance authorizing the issuance of City of Marshall, Texas Utility System Revenue Bonds, Series 2024. Awarding the sales of such bonds to the Texas Water Development Board.

**Executive Summary:**

**Budget Cost:** N/A

**Staff Contact:** Kristina Hamilton, Assistant Director of Finance

**Attachments:** None



TO: City Council  
DATE: September 26, 2024  
ITEM #: 11.A  
SUBJECT: Presentation of the City of Marshall Audit Report for the 2023 Fiscal Year. (Finance)

**Recommendation for Action:**

**Executive Summary:**

**Budget Cost:** N/A

**Staff Contact:** Dawn Jones, Director of Finance

**Attachments:** None