

**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

**April 10, 2025
6:00 PM**

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

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

4. Citizen Comments

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

5. Items to be Withdrawn From Consent Agenda

6. Consent Agenda

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

A. Consider approval of the minutes from the March 24, 2025 Special-Called Council meeting and the March 27, 2025 Regular Council meeting. (City Secretary)

B. Consider approval of an appointment to the Parks Advisory Board. (Parks & Recreation)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Resolution

A. Consider approval of a resolution updating the authorized signatories for the City of Marshall's banking transactions. (Finance)

B. Consider approval of a resolution updating the authorized representatives for the City of Marshall and the Marshall Economic Development Corporation with TexPool. (Finance)

9. Action Items for City Council Consideration

- A. Consider approval of an engineering design task order for KSA to provide design and construction services for the replacement of the backup generator at the WWTP and West End Lift Station, a new generator installed at the Convention Center and a new portable generator (\$237,751). (Public Works)
- B. Consider approval of additional services related to the Clean Water State Revolving Fund (CWSRF) wastewater project which will amend the existing design task order\agreement already in place. (\$396,040). (Public Works)
- C. Consider approval to authorize the purchase of the second set of bunker gear for the Fire Department as approved in FY25 budget. The approved budget item was \$162,000.00, and the actual purchase amount is \$154,745.00. (Fire)

10. Discussion and Reports for City Council Consideration and Direction

- A. Presentation of an update\overview regarding Municipal Drainage Utility (MDU). (Councilmembers Godfrey & Morris)
- B. Presentation of the 2024 Annual Report for the Marshall Fire Department. (Fire)
- C. Presentation of 2024 Annual Report for the Marshall Police Department. (Police)

11. Executive Session

- A. An executive session pursuant to Texas Govt. Code Section 551.071 to consult with the City Attorney to seek advice on pending or contemplated litigation and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Contract for Improvements at Airport Park.

12. Adjournment

Posted: April 7, 2025
5:00 PM
N. Smith

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



TO: City Council
DATE: April 10, 2025
ITEM #: 3.A
SUBJECT: Presentation of the Employee of the Month - April.
(Employee Engagement Committee)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: April 10, 2025
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the March 24, 2025 Special-Called Council meeting and the March 27, 2025 Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the March 24, 2025 Special-Called Council meeting and the March 27, 2025 Regular Council meeting.

Executive Summary: Minutes from the March 24, 2025 Special-Called Council meeting and the March 27, 2025 Regular Council meeting.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments:

1. 3-24-25 Minutes
2. 3-27-25 Minutes

**Marshall Police Department,
Training Room**
2101 E End Boulevard N
Marshall, TX 75671
903-935-4421



Members

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

**MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
March 24, 2025
12:00 PM**

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called meeting to order in the Marshall Police Department Training Room at 12:18 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Risa Jordan-Anderson

ABSENT: Councilmember Campbell **Motion to Excuse: Mayor Ware Second:
Councilmember Godfrey Vote: 4:0**
Councilmember Fenton **Motion to Excuse: Councilmember Godfrey
Second: Councilmember Morris Vote: 4:0**

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, Interim City Manager Dawn Jones, Finance Director
Nikki Smith, City Secretary Scott Rectenwald, City Attorney
Eric Powell, Public Works Director
Kristina Hamilton, Assistant Finance Director
Alex Agnor, Assist. City Manager/Economic Develop. & Strategic Initiatives Dir.

2. Citizen Comments

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

There were no citizen comments.

3. Discussions and Reports for City Council Consideration and Direction

- A. Fiscal Year 2026 Budget Work session to discuss Council's goals and provide direction for staff.

Melissa Vossmer, City Manager, thanked the Council for attending the work session, which will be lead and facilitated by Ron Cox, Ron Cox Consulting, to assist with determining what the goals, objectives and needs are for the FY 26 budget.

Councilmembers engaged in discussion with Ron Cox and staff regarding the FY 26 budget, as well as the challenges and needs for the upcoming year. Topics of this discussion included the key elements of the Council's vision, mission and values, why the council chose to serve, what attributes they bring to the Council, and the governance process of the City of Marshall.

Councilmember Abraham arrived during the discussion, at 1:29 PM.

Ron Cox led the council in a SWOT analysis for the City, looking at the big picture of the budget and identifying needs for the FY 26 budget. The council also discussed the following areas of investment/improvement:

Investing in the Workforce
Improving Customer Service
Improving Communication
Improving Infrastructure
Improving Community Appearance

4. Executive Session

Councilmember Abraham made a motion to convene in Executive Session.

Councilmember Godfrey seconded the motion, which passed by a vote of 5:0. The time was 4:14 PM.

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager
- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney
- C. An Executive Session pursuant to Section 551.071, which authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

5. Action Item Following Executive Session

The council reconvened from the Executive Session. The time was 5:29 PM.

- A. Consider action regarding discussion from the executive session.
Councilmember Abraham made a motion to approve an agreement for professional services employment for the City Manager for the City of Marshall. Councilmember Godfrey seconded the motion, which passed by a vote of 5:0.
- B. Consider action regarding discussion from the executive session.
Councilmember Abraham made a motion to approve the attorney employment contract as discussed in Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 5:0.

6. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Abraham seconded the motion, which passed by a vote of 5:0.

APPROVED:

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

ATTEST:

City Secretary

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



Members
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Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
March 27, 2025
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 Amanda Abraham
Councilmember Dathaniel Campbell

ABSENT: Councilmember Jordan-Anderson **Motion to Excuse: Godfrey Second: Abraham Vote: 5:0**
Councilmember Fenton **Motion to Excuse: Godfrey Second: Campbell Vote: 5:0**

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, Interim City Manager	Cliff Carruth, Police Chief
Scott Rectenwald, City Attorney	David Rainwater, Fire Chief
Eric Powell, Public Works Director	
Christol Hall, HR/Civil Service Director	
Kristina Hamilton, Interim Finance Director	
Randy Pritchard, Support Services Director	
Nikki Smith, City Secretary/Payroll Accountant	
Reggie Cooper, Planning & Development Director	
Marina Garcia-Heredia, Parks & Recreation Director	
Alex Agnor, Asst. City Manager/Economic Develop. & Strategic Initiatives Dir.	

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

- A. Presentation of a proclamation declaring the month of March 2025 as "Developmental Disability Awareness Month" in the City of Marshall.

Mayor Ware read a proclamation declaring the month of March 2025 as "Developmental Disabilities Awareness Month" in the City of Marshall.

Patti Brady, Community Healthcore, expressed the importance of bringing awareness to the Developmental Disabilities Awareness Month.

Louraiseal McDonald, County Extension Office, spoke regarding the importance of inclusion and the efforts made for those with developmental disabilities.

- B. Presentation of a proclamation declaring the month of April 2025 as "Sexual Assault Awareness Month" in the City of Marshall.

Mayor Ware read a proclamation declaring the month of April 2025 as "Sexual Assault Awareness Month" in the City of Marshall.

Mollie Lane, Director at Women's Center, thanked the City for their participation and involvement in bringing awareness to Sexual Assault Awareness Month.

- C. Presentation of the Employee of the Month - March. (Employee Engagement Committee)

Lt. William Huffman, Employee Engagement Committee, presented the Employee of the Month for March 2025, Jimmie Rambo, IT Department. The sponsor of the month is Marshall Hometown Tire.

Jimmie Rambo thanked the Council and Staff for this recognition.

- D. Presentation of the Employee of the 1st Quarter 2025. (Employee Engagement Committee)

Lt. William Huffman presented the Employee of the 1st Quarter 2025, Lacy Burson, Main Street. The sponsor for Employee of the 1st Quarter 2025 is Maverick Chevrolet.

Lacy Burson thanked the Council and Staff for this recognition.

4. Citizen Comments

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Roy Fox, 106 Waverly, spoke on behalf of 75 members of the city golf course regarding how to make it a more enjoyable course. Mr. Roy Fox spoke of areas that need to be addressed: the parking lot, greens, and personnel.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

6. Consent Agenda

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion

of each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

Councilmember Godfrey made a motion to approve the Consent Agenda.

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

- A. Consider approval of the minutes from the February 27, 2025 Regular Council meeting and the March 5, 2025 Special-Called Council meeting. (City Secretary)
- B. Consider appointment to the Keep Marshall Beautiful Board. (Community & Neighborhood Services)
- C. Consider approval of an Interlocal Agreement for Cooperative Purchasing with Harris County Department of Education. (Finance)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Public Hearing & Ordinance

- A. **O-25-09** Conduct a Public Hearing and consider approval of an ordinance regarding a rezoning request for B L Pyle Road from A&E (Agriculture and Estate) to R-2 (Single Family Detached). The property is located at the dead end of B L Pyle Rd, Parcel #R26475. (Development Services)
Eric Powell, Public Works Director, stated the ordinance was requested by the property owner. Nine letters were sent out with one response received in favor of the rezoning request. This item was presented to the P & Z Commission, who voted to approve the request by a vote of 4:0.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmember Abraham made a motion to approve O-25-09, an ordinance regarding a rezoning request for B L Pyle Road from A&E (Agriculture and Estate) to R-2 (Single Family Detached). Councilmember Morris seconded the motion, which passed by a vote of 5:0.

9. Ordinance

- A. **O-25-10** Consider approval of an ordinance establishing a four (4)-way stop at Sanford St and W Emory St. (Police)
Cliff Carruth, Police Chief, stated this item is being brought to the council at the request of the principal of the Price T. Young school in order to enhance the safety of the students, parents and staff who walk in the neighborhood to get to the school. Cliff

Carruth explained there have been accidents at this location due to vehicles driving at too high of a rate of speed. This ordinance will help to reduce the speeds at this intersection and make it safer for all involved.

Councilmember Morris asked about the lack of sidewalks for the students to use, and if having sidewalks installed was an issue to be addressed by MISD or the City.

Councilmember Abraham asked to ensure the City communicates the changes to the intersection.

Councilmember Godfrey made a motion to approve O-25-10, an ordinance establishing a four (4)-way stop at Sanford St and W Emory St. Councilmember Campbell seconded the motion, which passed by a vote of 5:0.

- B. **O-25-11** Consider approval of an ordinance amending Chapter 13 of the Code of Ordinances of the City of Marshall, Texas, adopting Section 13-7, entitled "Fire Lanes," providing for notice to property owners to post signage designating a fire lane; prohibiting removal of signs; designating fire lanes; providing for closure of fire lanes; prohibiting parking in designated fire lanes; and authorizing removal of unattended or unauthorized vehicles from fire lanes; and designating offenses and penalties for violation of this section; providing for publication and establishing an effective date for such ordinance. (Fire)

David Rainwater, Fire Chief, stated this ordinance will help reduce confusion by updating Section 13-7 and consolidating the rules and regulations from three places to one, for a single comprehensive ordinance.

Councilmember Abraham made a motion to approve O-25-11, an ordinance amending Chapter 13 of the Code of Ordinances of the City of Marshall, Texas, adopting Section 13-7, entitled "Fire Lanes". Councilmember Morris seconded the motion, which passed by a vote of 5:0.

- C. **O-25-12** Consider approval of an ordinance amending Chapter 13, Fire Prevention of the Code of Ordinances of the City of Marshall, Texas, repealing and amending provisions of Chapter 13 regarding outdoor burning in the city limits; prohibiting outdoor burning with exceptions; authorizing the City Fire Marshal to establish a permit for outdoor burning; establishing a fee for a burn permit; 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. (Fire)

Scott Rectenwald, City Attorney, asked council if they had the updated version as some of the information was missing in the document sent to council originally.

Melissa Vossmer, City Manager, stated the Fire Chief would present this information and open the item for council questions and comments and then bring the item back at a later meeting to allow council to have time to review the ordinance.

David Rainwater addressed changes to the ordinance, stating the State of Texas requires municipalities that allow burning within their city limits to adopt a formal ordinance to align with state law, Texas Clean Air Act and TCEQ regulations. This ordinance will create Section 13-26 of the Fire Prevention Code. Upon approval of the ordinance, the Fire Department will implement a new software program for online

permit applications. Chief Rainwater highlighted the changes this ordinance creates, which are: the creation of Section 13-26, establishing a clear procedure, and clear guidelines and a formal permitting process. The fee will remain \$25; an inspection of the site/materials is still required, but the permit will be valid for 14 days instead of 90. Land clearing and trench burning permits are unchanged. The ordinance gives the Fire Department enforcement authority to issue permits and to stop burning.

Chief Rainwater explained the importance of this ordinance, stating most municipalities do not allow burning inside the city limits. The Fire Department has received 51 calls for improper burning so far for 2025 and since 2022 there have been 10 major structure fires as a result of improper burning.

Councilmember Campbell asked how many citations were issued for the 51 calls, to which Scott Barmore, Fire Marshal, stated three (3) citations were issued in the last week for improper burning, that most violations are made by first-time offenders, who receive verbal warnings. Councilmember Campbell then asked about possible changes to the fee structure.

Councilmember Abraham stated that citizens are privileged to be allowed to burn and would like to see the numbers next year if the ordinance is passed to see if there are still a lot of structure fires from improper burning, to reevaluate if the City should continue to allow burning.

Councilmember Campbell asked for communication to be put out regarding enforcement and citations. A social media campaign will be promoted to inform the public.

Councilmember Godfrey confirmed that the only change is the number of days the permit is valid, going from 90 days to 14 days.

Mayor Ware stated citizens are required to make two visits to receive the permit and having the online platform would reduce it to one visit. A discussion regarding how weather changes can influence burning conditions. If a burn ban is put into effect, the time on the permit is stopped, and it is reissued on the same pile for 14 days. Mayor Ware mentioned that insurance companies look at current ordinances to assist in deciding rates for homeowners insurance.

Councilmember Godfrey made a motion to approve O-25-12, an ordinance amending Chapter 13, Fire Prevention of the Code of Ordinances of the City of Marshall, Texas, repealing and amending provisions of Chapter 13 regarding outdoor burning in the city limits; prohibiting outdoor burning with exceptions; authorizing the City Fire Marshal to establish a permit for outdoor burning; establishing a fee for a burn permit; 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. Councilmember Abraham seconded the motion, which passed by a vote of 5:0.

10. Resolution

- A. **R-25-07** Consider approval of a resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division, in its application filed on or about February 18, 2025, pursuant to section 104.301 of the Gas Utility Regulatory Act. (City Attorney)

Scott Rectenwald stated that CenterPoint is one of the utilities that operates within our city borders. Our city is a member of the alliance of CenterPoint municipalities, a collective that hires the Herrera Law Firm as rate council. CenterPoint filed for an increase in rates to recapture some of their capital investment, so our rate council asked us to approve the resolution to suspend the change in rates for 45 days to allow them time to review the GRIP filing, making sure it is in compliance with the GRIP statute. Our rate council is concerned with the way CenterPoint is counting the divisions for the rate change, counting all divisions across Texas, and they are looking into the effect on customer charges. The suspension of the rate increase will allow them time for due diligence in reviewing the filing.

Councilmember Morris made a motion to approve R-25-07, a resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division, in its application filed on or about February 18, 2025, pursuant to section 104.301 of the Gas Utility Regulatory Act. Councilmember Godfrey seconded the motion, which passed by a vote of 5:0.

11. Action Items for City Council Consideration

- A. Discussion & Selection of Council to Marshall Depot / Amtrak Station Steering Committee. (City Manager)

Melissa Vossmer stated this item is on the agenda to allow the council to decide how they would like to move forward with supporting the community-wide steering committee.

Councilmember Abraham recommended Councilmembers Morris and Godfrey be appointed to the committee. Councilmembers Morris and Godfrey agreed to participate on the committee.

Christina Anderson thanked the councilmembers for their support and willingness to volunteer. Christina Anderson stated County Commissioner Zephaniah Timmins will be the County representative, and MEDCO, ETCOG, and the Chamber of Commerce are also participating.

12. Discussion and Reports for City Council Consideration and Direction

- A. Discussion on the Homeless Needs and Assistance in Support of a Homeless Shelter in the City of Marshall, Texas. (Councilmembers Jordan-Anderson and Morris)

Alex Agnor, Assistant City Manager, stated a correction was made to the information provided by Dr. Andrus, stating most of the clients he serves have some form of disability, be it physical, mental or emotional, and roughly 20% receive a disability benefit.

Councilmember Morris stated he was in support of the City allowing Dr. Andrus to operate a homeless shelter in the City of Marshall, Texas.

Alex Agnor stated the applications for CDBG from the Tracy Andrus Foundation have been completed and filed.

Councilmember Godfrey stated she hopes the budget processes will help look into aiding homeless shelters in the City of Marshall.

Councilmember Abraham recommended establishing procedures and protocols, like HOT funds, to be reviewed for providing funding for helping non-profits within the community to be fair and equitable. It was explained this is already setup under CDBG, but needs to be revamped.

Councilmember Godfrey asked if there were any other homeless shelters in Marshall. Alex Agnor stated there is not, but work is being done to create a community resources page on the website to allow the public to be able to find means of obtaining assistance. Councilmember Godfrey asked about the process staff had for gathering information regarding the homeless population within the City and where the staff went to obtain the information.

Mayor Ware stated the PIT (Point In Time) report provides insight into how the count is conducted.

Councilmember Morris expressed his appreciation to the Andrus Foundation for operating the shelter and mentioned a prior incident along I-20 where the police had to evacuate the wooded area where a homeless encampment was because of a fire or some event, and he wasn't sure where the individuals were able to relocate to.

Councilmember Campbell asked if there was a program to help employable individuals gain access to businesses that will employ unhoused citizens.

Mayor Ware stated a written policy is needed to ensure the city develops safe places, and not favoring any one organization over another.

B. Discussion and report regarding the upkeep and maintenance of the Oak Lawn Municipal Golf Course. (Councilmembers Abraham and Godfrey/Assistant City Manager)

Marina Garcia-Heredia, Parks & Recreation Director, discussed the personnel, hours of operation, membership, FY 2023 and FY 2024 expenditures/revenue for the Oaklawn Municipal Golf Course. Marina Garcia-Heredia also addressed the projects completed in 2024: women's bathroom, fountain in pond, lease agreement for carts, gator and mower.

Councilmember Godfrey observed that the golf course expenditures were more than the revenues, which could be attributed to the upgrades.

Councilmember Abraham asked about the estimate Mr. Roy Fox provided for replacing the greens, which was stated to be approximately \$30,000 and asked about the \$28,000 budgeted for maintenance.

Marina Garcia-Heredia stated there was a contract for maintenance, but the contractor was unable to fulfill the commitment due to medical issues, so she will be going out for bids again. The maintenance usually begins in March, so the schedule is only a little behind.

Councilmember Abraham expressed her concern about having only two part-time workers maintaining 99 acres.

Councilmember Godfrey asked Mr. Roy Fox about the three items he addressed as the needs for the golf course: the parking lot, greens and personnel.

Councilmember Abraham discussed the need for parking lot renovations. Marina Garcia-Heredia stated she has received three quotes for renovations to the parking lot, ranging from \$85,000 to \$180,000.

Councilmember Campbell asked about creating a tee box/fairway plan. The golf course manager is looking at prices and quotes at this time, and the City has joined the Texas Golf Association, who rated the course and is coming in July to see what is needed and help apply for grants. Councilmember Campbell also asked if there is a committee of people already part of the course that could help with course management.

Melissa Vossmer stated that communities address course management in a number of ways, such as stand-alone committees, or Parks Boards with a golf representative. It was agreed that perhaps the best way to start is by having a golf course representative on the Parks Board.

C. Discussion regarding the Asset Disposal Services Agreement. (Support Services and Finance)

Randy Pritchard, Support Services Director, options for asset disposal. Enterprise is used for selling vehicles under 10 years old but has several stipulations. Asset Disposal Services Agreement with [PropertyRoom.com](https://www.propertyroom.com) to sell vehicles 10 or more years old, equipment, furniture, etc.

Councilmember Godfrey asked which option was best for the City, which was discussed as a mixture of the two depending on the item being disposed of.

Councilmember Abraham asked about dealership buybacks as an option for asset disposal.

Melissa Vossmer stated this is an effort to clear up space within the City and provide some revenue.

Councilmember Campbell asked about on-site auctions as an option for asset disposal.

A general discussion was held regarding which option to use for which type of asset to be disposed of.

- D. Discussion regarding a credit card processing fee to be applied to all transactions made using a credit card. (Finance)

Kristina Hamilton, Interim Finance Director, provided information regarding the considerations for establishing a credit card processing fee including:

Transparency & Communication - signage, online notifications, informing customers prior to completion of the transaction, and providing a minimum 30-day notice of the effective date for the fee.

Fee amount - not to exceed actual cost of processing (typically 3%).

Customer Impact & Perception - how 3% might impact customer satisfaction and behavior, offering fee-free alternative payment methods.

Cost-Benefit Analysis - analyzes how much revenue the fee recaptures versus possible administrative burden and customer dissatisfaction.

Kristina Hamilton provided a breakdown of credit card fee data for 2022-2024.

Mayor Ware was surprised by the total amount the city pays for processing fees and wants to ensure citizens are informed of the fee-free options.

Councilmembers agreed that while they do not like the idea of a processing fee, they understand it is a cost of doing business, and acknowledged there are fee-free options.

Melissa Vossmer pointed out the City is not gaining anything from this fee.

Kristina Hamilton asked for direction from the Council, who expressed they would like this item to be brought back at the April 10th meeting for information regarding a change in the fee ordinance.

Councilmember Campbell asked if the fee-free options could be listed first, and if selecting the credit card process, a box will be populated to ensure the citizen understands there is a fee.

Kristina Hamilton explained that state law regulates the fee amount and if the ordinance indicates 3%, the only way to increase the amount would be for the state to make the change allowable and to then bring the ordinance back before council for an amendment.

Councilmember Campbell asked where the fee would be allocated, which Kristina Hamilton stated would be the liability account and paid from the same account.

- E. Discussion regarding an ordinance to require pet owners to spay/neuter, vaccinate, and microchip their pets. (Police and Administration)
- Cliff Carruth provided a background and introduction of information to be presented regarding an ordinance to require pet owners to spay/neuter, vaccinate, and microchip their pets.

Kelly Highcamp provided information about low-cost methods to spay/neuter pets, means to provide vaccination and microchipping for animals. Kelly Highcamp offered that anyone could call her with questions at 903-295-7800.

Will Courington provided information regarding the stats from cities that have enacted

this ordinance in the handouts provided to the council.

Councilmember Abraham stated she was originally against this ordinance, but after being unable to run in her neighborhood because of vicious dogs running at large, she has determined this is needed.

Councilmember Godfrey stated she felt house pets should be exempt.

Council members provided directions that they would like this item brought back after being reviewed and amended.



Real East Texas
CITY OF LONGVIEW
The Office of the Mayor

November 21, 2024

Dear East Texas Community Leader,

I am writing to you today regarding a matter that impacts all of our communities: the welfare of animals across East Texas and the challenges we each face in addressing overcrowded shelters, and stray or unwanted animals.

Last week, the Longview City Council passed three significant amendments to our animal ordinances. These changes include:

1. Aligning our rabies vaccination requirements with state law,
2. Implementing mandatory microchipping for cats and dogs over four months of age, and
3. Requiring sterilization for pets over six months old (with appropriate exceptions for medical needs, intact pet permits, and breeding permits).

These ordinances will take effect on February 1, 2025, and were carefully crafted with community input from all perspectives. Other municipalities that have adopted similar ordinances (including Waco and San Angelo) have seen a significant decline in their stray and unwanted animal population which lessens the burden on taxpayer-funded staff and time including animal control officers and the animal shelter.

As you know, animals do not recognize city limits or county lines and impact us all. The challenges we face with overcrowded shelters and stray and unwanted animals, are truly regional issues that require regional solutions.

I urge you to consider adopting similar ordinances in your community. We are happy to provide any information and assist in any way. Please feel free to contact me directly with any questions or Bonnie Hubbard, our City of Longview Director of Administration.

Thank you for your consideration,



Kristen Ishihara, Mayor
City of Longview
903-399-1178

ORDINANCE NO. 4523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, CITY OF LONGVIEW, TEXAS, TO PROVIDE FOR REQUIREMENTS RELATING TO VACCINATION, MICROCHIPPING, STERILIZATION AND BREEDING OF DOGS AND CATS; PROVIDING FOR A PENALTY OF UP TO \$500.00 FOR EACH VIOLATION HEREOF; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pet overpopulation contributes to overcrowding of animal shelters, resulting in an increase in euthanasia; and,

WHEREAS, spaying and neutering (sterilization) of dogs and cats helps decrease pet overpopulation; and,

WHEREAS, sterilization decreases the occurrence of certain health problems in the pet population and generally results in longer life for the sterilized animal; and,

WHEREAS, sterilized animals are often less aggressive and less likely to leave home and roam the community, thus decreasing risks for both humans and animals; and,

WHEREAS, as a result of the foregoing, the City Council finds and determines that requiring the sterilization of dogs and cats living in the City of Longview will promote the health, safety and welfare of both the animals and the citizens of Longview; NOW, THEREFORE,

abandoned or unwanted animals, or any other animals held under authority of this chapter.

At-large. The term "at-large" shall mean running free or otherwise without physical or other restraint whether on or off the premises of its owner.

Breeding permit. The term "breeding permit" shall mean a permit issued pursuant to Section 13-42 of this chapter.

Cat. The term "cat" shall mean a domestic feline of either sex, including one that has been sterilized. (any *Felis catus* according to TAC 169.22, as amended).

Circus or carnival. The term "circus" or "carnival" shall mean a commercial variety show featuring animal acts for public entertainment that is licensed under the Federal Animal Welfare Act or licensed by Texas Department of State Health Services according to the provisions of Chapter 824 of the Health and Safety Code, as amended.

Competition dog or cat. The term "competition dog or cat" shall mean a dog or cat that has been registered with a local, state, national or international club or organization that has been recognized by the animal services manager as a club or organization that maintains standards for breeds and/or health of dogs/cats; or, registered with a club or organization that holds, sponsors, or licenses conformation dog shows, obedience trials, agility trials, field trials, rally trials, tracking tests, hunt tests, or other competitive events recognized by an organization such as The American Kennel Club at least once a year.

Dangerous wild animals or reptiles. The term "dangerous wild animals or reptiles" shall mean one not normally considered domesticated, that is wild by nature. Dangerous wild animals or reptiles shall include but are not limited to the following: alligators, bats, bears, bobcats, cheetahs, coyotes, crocodiles, foxes, hyenas, jackals, jaguars, leopards, lions, lynx, monkeys and other non-human primates, mountain lions, ocelots, panthers, raccoons, skunks, tigers, venomous snakes, wildcats, wolves, hybrids of the above listed animals.

Dog. The term "dog" shall mean any *Canis familiaris*, excluding wolf, jackal, fox, or other dangerous wild animal of this family or any hybrids of a dangerous wild animal.

Dog Park. The term "dog park" shall mean any public or private property designated by the City to allow dog owners to allow their dogs to run unrestrained.

Domestic fowl. The term "domestic fowl" shall mean any fowl normally adapted to live in intimate association with humans or for the advantage of humans.

Fowl. The term "fowl" shall mean any heavy bodied, terrestrial bird of the order galliformes, including but not limited to chickens, ducks, geese, pheasants, turkeys,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW,

TEXAS:

Section 1. That the findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. That Section 13-1 of the Code of Ordinances, City of Longview, Texas, is hereby amended to read as follows:

"Sec. 13-1. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Animal. The term "animal" shall mean any warm-blooded vertebrate creature, domestic or wild, excluding the human species.

Animal control authority. The term "animal control authority" shall mean the Animal Services Division of the city, for purposes of Health and Safety Code 822.001, as amended, and the provisions of this chapter.

Animal control officer. The term "animal control officer" shall mean a person designated by the city as a primary enforcement officer regulating animals and owners of animals for the enforcement of state laws and regulations pertaining to the care and control of animals, or his or her designee(s).

Animal exhibition. The term "animal exhibition" shall mean a circus, carnival, or event owning or maintaining animals for purposes of displaying or performing in exhibitions of temporary duration not to exceed 30 days, where attendance of the general public is solicited, operating under a contract, lease, special event permit, or otherwise approved by the city.

Animal Services Division. The term "Animal Services Division" shall mean the department(s) or division(s) of the city designated by the City Manager to administer and/or enforce the provisions of this chapter and any person or persons designated by such a division or department to represent the division or department for said purpose.

Animal services manager. The term "animal services manager" shall mean the person designated by the city manager as manager of the Animal Services Division.

Animal shelter. The term "animal shelter" shall mean the facility designated by the city for the purpose of housing and caring for impounded, stray, homeless,

grouse, guineas, or other common domestic fowl, but not including caged pet birds kept inside a building.

Harboring. The term "harboring" shall mean the act of keeping or caring for an animal including, but not limited to, the providing of food, shelter, or medical attention for the animal.

High risk animal. The term "high risk animal" shall mean those animals which have a high probability of transmitting rabies; they include skunks, bats, species of foxes indigenous to North America, coyotes, and raccoons.

Impound. The terms "impound," "impounded," and "impoundment" refer to the seizure and holding of animals that are not the property of the City of Longview, and said terms do not refer to any animal owned by the City of Longview, including without limitation any animal for which ownership has been conveyed to the City of Longview by the owner and any animal that has become the property of the City of Longview pursuant to Section 13-4 (b) of this chapter.

Intact. The term "intact" shall mean an animal that has not been sterilized.

Intact pet permit. The term "intact pet permit" shall mean a permit issued pursuant to Section 13-41 of this chapter.

Kennel. The term "kennel" shall mean an establishment designed or used for the commercial boarding, selling, breeding, or training of animals; occasional sales of registered animals kept primarily as pets or show animals and not primarily for breeding purposes shall not constitute commercial activity for purposes of this definition.

Livestock. The term "livestock" shall mean any horse, swine, cattle, sheep, goat, mule, jack, emu, ostrich or rhea.

Low risk animal. The term "low risk animal" shall mean those which have a low probability of transmitting rabies; they include all animals of the orders Marsupialia, Insectivora, Rodentia, Lagomorpha, and Xenarthra.

Microchip. The term "microchip" shall mean a small device that is designed to be placed under the skin and that contains a unique number that is read by an electronic scanning device for the purpose of animal identification and recovery by the animal's owner.

Owner. The term "owner" shall mean any person, corporation, partnership, trust, or association or other entity owning, keeping, or harboring an animal or who has possession or control or has the responsibility to control an animal, other than a person who temporarily restrains an animal pursuant to Section 13-14 of this chapter.

Person. The term "person" shall mean any individual, corporation, partnership, trust, association or other legal entity.

Pet animal. The term "pet animal" shall mean dogs, cats, rabbits, rodents, birds, non-poisonous reptiles, and any other species of animal which is sold or retained as a household pet, but shall not include any species of wild, exotic, or carnivorous animal that may be prohibited elsewhere in this chapter.

Pet shop. The term "pet shop" shall mean an establishment where pet animals are kept for either retail or wholesale sale or trade by any person.

Poultry. The term "poultry" shall mean all domesticated fowl which are kept in captivity.

Qualified researcher. The term "qualified researcher" shall mean an individual conducting research projects, scientific, or academic investigation with respect to a wild animal owned or maintained on the premises of a bona fide research institution as defined in this chapter.

Quarantine. The term "quarantine" shall mean strict confinement under restraint by closed cage or paddock or on the premises of the owner in any other manner approved by the local rabies control authority or designee or at a facility approved by the local rabies control authority or designee.

Rabies. The term "rabies" shall mean an acute viral disease of human and animal affecting the central nervous system usually transmitted through the bite of a rabid animal and/or including the condition commonly known as rabies.

Rabies vaccination. The term "rabies vaccination" shall mean the vaccination of a dog, cat or other domestic animal with a rabies vaccine administered by a veterinarian licensed by the State of Texas.

Rescue organization. The term "rescue organization" shall mean a group that has filed a certificate of formation with the Texas Secretary of State; and, are deemed tax exempt by the Texas Comptroller of Public Accounts and the Federal Internal Revenue Service; and, does not create a public nuisance as defined in Section 13-9 of this chapter.

Research institution. The term "research institution" shall mean a permanent state-accredited or licensed academic institution which owns or maintains captive wild animals under the direction of a professional staff and provides its collection of animals with appropriate care for the purpose of education, research, or scientific study.

Restraint or restrained. The term "restrained" shall mean:

- (a) confined on the premises of the owner within a fence or enclosure of sufficient strength to control the actions of the animal; or
- (b) fastened or picketed by a lead, rope, or chain so as to keep the animal on premises of the owner; or
- (c) under the control of a person by means of a harness, leash, chain, or similar device attended by a person of sufficient strength to prevent the animal from running at large; or
- (d) on or within a vehicle being driven or parked if it is:
 - (1) contained in a closed, vented, animal carrier large enough to allow the animal to stand and turn around without difficulty, that is secured in such a manner as to prevent the carrier from being thrown from the vehicle in the event of a collision; or
 - (2) secured by a leash or other device that is cross-connected to prevent the animal from falling, jumping, or being thrown from the motor vehicle and from strangling on a single lead.

The term "restraint" shall mean any of the methods of restraining an animal set forth in this definition.

Shelter. The term "shelter" shall mean protection from the elements including heat, cold, rain, ice, or snow by means of walls and solid overhead covering such as a dog house or shed. A tree does not constitute proper shelter.

State-licensed breeder. The term "state-licensed breeder" shall mean a person who holds a valid license issued under Chapter 802 of the Texas Occupations Code.

Sterilized. The term "sterilized" shall mean rendered incapable of reproducing, such as by spaying or neutering.

Stray animal. The term "stray animal" shall mean an animal that is not restrained.

Valid. The term "valid" shall mean currently in effect and not expired, revoked or suspended.

Wildlife. The term "wildlife" shall mean any animal which occurs naturally in a wild state. This includes any animal which is a wildlife hybrid.

Zoo, zoological park, or animal park. The term "zoo", "zoological park", or "animal park" shall mean any premises, whether mobile or stationary, where living animals that normally live in a wild state are kept primarily for display to the general public; that is accredited by the American Association of Zoological Parks and Aquariums or licensed under Animal Welfare Act or by Texas Department of State Health Services according to the provisions of Chapter 824 of the Health and Safety Code, as amended."

Section 3. That Section 13-16 of the Code of Ordinances, City of Longview, Texas, is hereby amended to read as follows:

***Sec. 13-16. Vaccinations.**

(a) *Vaccination required.* Every owner or person harboring a dog or cat four months of age or older within the boundaries of the city shall have said animal vaccinated against rabies. The animal must receive a booster within the 12-month interval following the initial vaccination. Every animal must be revaccinated against rabies at a minimum of once every three years with a triennial vaccine or a minimum of once each year with an annual vaccine. All rabies vaccinations shall be administered by a duly licensed veterinarian.

(b) *Vaccination certificate.* Upon vaccination, the veterinarian shall execute and furnish to the owner or person harboring the dog or cat, as evidenced thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy of three years. Such certificate shall contain the following information:

- (1) owner's name, address and telephone number;
- (2) the animal's species, age, sex, size (in pounds), predominant breed and colors;
- (3) vaccine used, producer, expiration date, and serial number;
- (4) the date of vaccination;
- (5) the rabies tag number; and
- (6) the veterinarian's signature or signature stamp and license number.

(c) *Vaccination tag.* Concurrent with the issuance and delivery of the certificate of vaccination referred to herein, the veterinarian shall furnish a metal tag, serially numbered to correspond with the vaccination certificate number and bearing the year of issuance, the vaccination date, and the name and address of the issuing veterinarian. In the event of the loss or destruction of the original tag, the owner or person harboring the animal shall obtain a duplicate tag from the issuing authority.

(d) *Proof of vaccination.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit the certificate of vaccination upon demand of any person charged with the enforcement of this chapter."

Section 4. That there is hereby added to Chapter 13 of the Code of Ordinances, City of Longview, Texas, a new Article VIII, said article to read as follows:

"Article VIII

Microchipping, Sterilization and Breeding of Dogs and Cats

Sec. 13-40. Microchip required.

All dogs and cats four months of age or older kept, harbored, or maintained within the city limits must be microchipped with current owner information. A person commits an offense if the person owns, harbors, or maintains an animal that is not microchipped as required by this section. An offense under this section is punishable by a fine of up to \$500 in accordance with Section 1-4 of this code. The municipal court may waive the fine for a person's first offense upon receipt of verifiable evidence proving the subject animal has been microchipped as required by this section no more than 30 days from the issuance of the citation or filing of the complaint, as applicable, provided that the municipal court may extend that period upon a showing that the person has scheduled an appointment to have the animal microchipped. Each day during which a violation of this section continues shall constitute a separate offense.

Sec. 13-41. Sterilization required; intact pet permit.

(a) *Sterilization required.* Except as expressly provided otherwise in this section, all dogs and cats kept in the city limits must be sterilized. All sterilization procedures shall be administered by a duly licensed veterinarian. The owner of such animal must retain documentation of the sterilization of the animal.

(b) *Intact pet permit required.* An animal that is the subject of a valid intact pet permit is not required to be sterilized. A separate intact pet permit is required for each intact dog or cat six (6) months of age or older.

(c) *Application.* An application for an intact pet permit must:

- (1) be made on the form prescribed by the animal services manager and include, at a minimum, the following information:
 - i. the name, telephone number, and physical address of the applicant;

- ii. the description of the animal sought to be included under the intact pet permit and the species, breed, gender, and age of the animal; and
- iii. a statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with the applicable legal requirements;

(2) be accompanied by photographic evidence, in digital or printed form, showing the enclosure or enclosures where the intact animal is to be kept;

(3) be accompanied by the required fee(s); and

(4) contain such additional information and documentation as the animal services manager deems necessary to determine whether an intact pet permit should be issued.

(d) *Consideration of application.* An intact pet permit may only be issued for a dog or a cat:

(1) that is currently in compliance with the microchipping requirements of this article; and

(2) that is currently in compliance with the vaccination requirements of state law and this chapter.

(e) *Issuance and maintenance of intact pet permit.* An intact pet permit is issued for an individual animal to an individual person. An intact pet permit is not transferable to another animal or to another person. To maintain an intact pet permit, the permit holder must keep the animal control authority apprised of current contact information for the permit holder and identifying and registration information for each animal subject to an intact pet permit. In particular, a permit holder must notify the animal control authority of any change of address or telephone number no later than thirty (30) days after the new address or phone number is effective. In addition, within thirty (30) days of obtaining an intact animal not subject to an intact pet permit, the permit holder must provide the animal control authority with the species, breed, gender and age of such animal. An intact pet permit expires one, two or three years after the date of issuance, as provided in this section, and may be renewed by applying in the same manner as applying for a new intact pet permit in accordance with this section.

(f) *Revocation or denial of intact pet permit.* The animal services manager shall deny or revoke an intact pet permit if the animal services manager determines that the applicant or permit holder:

(1) failed to submit a complete application for an intact pet permit;

v. a statement that the letter of exemption expires one (1) year from the date of issuance or a statement that the condition for which the exemption is granted is permanent and that the letter of exemption will remain valid for the life of the animal;

(3) an animal transferred to another animal shelter or a nonprofit 501(c)(3) organization that provides a written agreement to the city that the animal will be sterilized before being placed into a new home;

(4) an animal that is verified as formally trained for use by or under the authority of a governmental agency in law enforcement or rescue work;

(5) an animal that is verified as formally trained for use as a certified service animal;

(6) an animal that is the subject of a valid breeding permit; and

(7) an animal owned by a state-licensed breeder.

(h) *Evidence of intact pet permit.* The owner of an animal that is the subject of an intact pet permit must retain documentation of the intact pet permit in a condition so that all dates and identifying information are easily legible by law enforcement or animal control officers.

(i) *Fees.* Fees for an intact pet permit shall be established by resolution of the city council and paid directly to the animal control authority, which shall maintain a database for all issued intact pet permits. Fees paid in association with an intact pet permit are non-refundable and non-transferable. Intact pet permits may be purchased on a basis of 1, 2, or 3 years. The intact pet permit shall state the date of expiration which is to coincide with the number of years purchased at time of payment.

(j) *Offenses.*

(1) A person commits an offense if the person owns, harbors, or maintains any intact dog or cat six (6) months of age or older unless the animal is subject to a valid intact pet permit issued in accordance with this section.

(2) A person commits an offense if the person advertises for sale within the city an intact dog or cat six (6) months of age or older and fails to include in such advertisement the identification number of the animal's valid intact pet permit.

(3) An offense under this section is punishable by a fine of up to \$500 in accordance with Section 1-4 of this code. The municipal court may waive the fine

(2) failed to submit any information or supporting documentation required under this section;

(3) provided false or inaccurate information on or in connection with an application for an intact pet permit;

(4) failed to submit any fee required by this section;

(5) has previously had an intact pet permit revoked;

(6) resides at the same physical address as another individual whose intact pet permit has been revoked;

(7) failed to vaccinate any animal in accordance with the requirements of state law or this chapter;

(8) failed, within thirty (30) days of when requested by the animal control authority to do so, to provide a current statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with the applicable legal requirements; or

(9) failed to comply with any provision of this article.

Revocation or denial of an intact pet permit will not result in the refund of any permit or application fees.

(g) *Exemptions.* The following animals are exempt from the requirements of this section:

(1) an animal under six (6) months of age;

(2) an animal for which a licensed veterinarian provides a letter of exemption certifying that the animal should not be sterilized for health reasons or is permanently infertile if the letter of exemption includes, at a minimum, all of the following:

i. name of the dog/cat;

ii. breed of the dog/cat;

iii. the full name and address of the animal's owner;

iv. the microchip information linking the animal to the owner; and

for a person's first offense upon receipt of verifiable evidence proving the subject animal has been sterilized by a licensed veterinarian no more than 30 days from the issuance of the citation or filing of the complaint, as applicable, provided that the municipal court may extend that period upon a showing that the person has scheduled an appointment to have the animal sterilized. Upon conviction of a second or subsequent offense, the municipal court may revoke the intact pet permit. Revocation of an intact pet permit by the municipal court is final and will not result in the refund of any permit or application fees. Each day during which a violation of this section continues shall constitute a separate offense.

Sec. 13-42. Breeding permit.

(a) *Breeding permit required.* A separate breeding permit is required for each dog or cat that a person keeps intact for breeding purposes.

(b) *Application.* An application for a breeding permit must:

(1) be made on the form prescribed by the animal services manager and include, at a minimum, the following information:

i. the name, telephone number, and physical address of the applicant;

ii. the description of the animal sought to be included under the breeding permit, including but not limited to a photograph of the animal, and the species, breed, gender, and age of the animal; and

iii. a statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with the applicable legal requirements;

(2) state the location where the animal is harbored, accompanied by photographic evidence, in digital or printed form, showing the enclosure or enclosures where the animal is to be kept;

(3) be accompanied by the required fee(s);

(4) be accompanied by proof that the animal has been approved to breed by a licensed veterinarian as required in this section; and

(5) be accompanied by such additional information and documentation as the animal services manager deems necessary for the enforcement and administration of this section.

(c) *Consideration of application.* A breeding permit may only be issued for a dog or a cat:

(1) that is currently in compliance with the microchipping requirements of this article;

(2) that is currently in compliance with the vaccination requirements of state law and this chapter;

(3) that, not more than ninety (90) days before the date of the breeding permit application, has been approved to breed by a licensed veterinarian; and

(4) whose owner is a member of a purebred dog or cat club, approved by the animal services manager, that maintains and enforces a code of ethics for breeding that includes restrictions on breeding dogs and cats with genetic defects and life threatening health problems common to the breed.

(d) *Issuance and maintenance of breeding permit.* A breeding permit is issued for an individual animal to an individual person. A breeding permit is not transferable to another animal or to another person. To maintain a breeding permit, the permit holder must keep the animal control authority apprised of current contact information for the permit holder and identifying and registration information for each animal subject to a breeding permit. In particular, a permit holder must notify the animal control authority of any change of address or telephone number no later than thirty (30) days after the new address or phone number is effective. In addition, within thirty (30) days of obtaining an intact animal not subject to a breeding permit, the permit holder must provide the animal control authority with the species, breed, gender and age of such animal. A breeding permit expires one, two or three years after the date of issuance, as provided in this section, and may be renewed by applying in the same manner as applying for a new breeding permit in accordance with this section.

(e) *Revocation or denial of breeding permit.* The animal services manager shall deny or revoke a breeding permit if the animal services manager determines that the applicant or permit holder:

(1) failed to submit a complete application for a breeding permit;

(2) failed to submit any information or supporting documentation required under this section;

(3) provided false or inaccurate information on or in connection with an application for a breeding permit;

(4) failed to submit any fee required by this section;

(2) A person commits an offense if the person breeds or allows the breeding of a dog or cat without a valid breeding permit for the animal.

(3) An offense under this section is punishable by a fine of up to \$500 in accordance with Section 1-4 of this code. The municipal court may waive the fine for a person's first offense upon receipt of verifiable evidence proving the subject animal has been sterilized by a licensed veterinarian no more than 30 days from the issuance of the citation or filing of the complaint, as applicable, provided that the municipal court may extend that period upon a showing that the person has scheduled an appointment to have the animal sterilized. Upon conviction of a second or subsequent offense, the municipal court may revoke the breeding permit. Revocation of a breeding permit by the municipal court is final and will not result in the refund of any permit or application fees.

Sec. 13-43. Appeals.

If the animal services manager denies or revokes an intact pet permit or a breeding permit, the animal services manager shall notify the applicant or permit holder in writing of the action and include in the notice a statement of the right to an appeal. The applicant or permit holder may appeal the decision of the animal services manager in writing to the city manager or city manager's designee within thirty (30) days of the date of the decision of the animal services manager. The filing of an appeal stays an action of the animal services manager in revoking a permit until the city manager or the city manager's designee makes a final decision. The decision of the city manager or the city manager's designee shall be final and non-appealable. The city manager or the city manager's designee may grant or reinstate the permit pursuant to its original terms, grant or reinstate the permit subject to additional specified conditions, or affirm the denial or revocation of the permit. Revocation or denial of a permit will not result in the refund of any permit or application fees."

Section 5. That the meeting at which this ordinance was approved was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

Section 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict only; provided, however, that the repeal of an ordinance by this ordinance does not affect the prior operation of the ordinance or any prior action taken under it, any obligation or liability previously acquired, accrued, or incurred under such prior ordinance, any violation of the prior ordinance or any penalty, forfeiture, or punishment incurred under said ordinance before its repeal,

(5) has previously had a breeding permit revoked;

(6) resides at the same physical address as another individual whose breeding permit has been revoked;

(7) failed to vaccinate any animal in accordance with the requirements of state law or this chapter;

(8) failed, within thirty (30) days of when requested by the animal control authority to do so, to provide a current statement affirming that the applicant is familiar with the provisions of this chapter and agrees to maintain all animals in accordance with the applicable legal requirements; or

(9) failed to comply with any provision of this article.

Revocation or denial of a breeding permit will not result in the refund of any permit or application fees.

(f) *Exemptions.* A state-licensed breeder and any animals owned by that state-licensed breeder are exempt from the requirements of this section; provided, however, that the person must provide such proof as the animal services manager may reasonably require of the person's currently valid status as a state-licensed breeder.

(g) *Evidence of breeding permit.* The owner of an animal that is the subject of a breeding permit must retain documentation of the breeding permit in a condition so that all dates and identifying information are easily legible by law enforcement or animal control officers.

(h) *Fees.* Fees for breeding permits shall be established by resolution of the city council and paid directly to the animal control authority, which shall maintain a database for all issued breeding permits. Fees paid in association with a breeding permit are non-refundable and non-transferable. Breeding permits may be purchased on a basis of 1, 2, or 3 years. The breeding permit shall state the date of expiration which is to coincide with the number of years purchased at time of payment.

(i) *Offenses.*

(1) A breeding permit holder commits an offense if the breeding permit holder allows a female dog or cat subject to a breeding permit to have more than two litters during any one-year term of the breeding permit. For a breeding permit that is valid for a period of two or three years, each full year shall constitute a one-year term, with the first term beginning on the date of issuance.

and any investigation, proceeding, or remedy under said prior ordinance and the penalty, forfeiture, or punishment imposed as a result of such investigation, proceeding, or remedy shall be imposed as if the prior ordinance had not been repealed.

Section 7. That if any section, paragraph, subdivision, clause, phrase or provision of this ordinance is hereafter determined to be invalid or violative of the laws of the State of Texas or the Constitution of the United States by a court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision or provisions so determined to be invalid, it being the intent of the City Council of the City of Longview that all other terms and provisions of this ordinance not affected thereby shall remain in full force and effect.

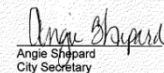
Section 8. That the City Secretary is directed to publish this ordinance in the official newspaper of the City of Longview in compliance with the provisions of Section 4.07 of the City Charter, which publication shall be sufficient if it contains the title of this ordinance and the penalty provided therein for violation hereof.

Section 9. That this ordinance shall be effective from and after February 1, 2025.

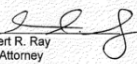
PASSED and APPROVED this 14th day of November, 2024.


Kristen Khahara
Mayor

ATTEST:


Angie Shepard
City Secretary

APPROVED AS TO FORM:


Robert R. Ray
City Attorney

O ANIMAL SHELTER SPAY NEUTER 11-14-24



Presentation Summary

- Background / Introduction
- Data Sets
 - Longview / LACAC:
 - Intake / Outcome Summary
 - Call Volume
 - Budget Data
 - Observations
 - FOIA Data
 - Waco
 - San Angelo
 - Observations
- Closing / Q&A

Longview Data – Intake Summary

- Rec'd detailed intake data from LACAC from 2020 through 8.27.2024:

INTAKE:	2020	2021	2022	2023	Annualized 2024	Actual YTD 8.27.2024
Total Service In	16	26	33	29	36	24
Total Clinic	58	35	37	165	197	131
Total Seized/Custody	662	847	1,088	1,172	1,131	754
Total Wildlife In	124	98	97	126	180	120
Total Stray	1,094	1,234	1,178	1,191	1,197	798
Total Return	0	0	2	0	0	0
Total Owner/Guardian Surrender	509	671	720	688	485	323
Total Intake	2,463	2,911	3,155	3,371	3,225	2,150
% Changes		18.2%	8.4%	6.8%	-4.3%	

Longview Data – Outcome Summary

- Rec'd detailed outcome data from LACAC from 2020 through 8.14.2024

OUTCOMES	2020	2021	2022	2023	Annualized 2024	Actual YTD 8.14.2024
Adoptions	1,366	1,570	1,452	1,336	1,081	766
Rescue	730	869	3,055	993	850	602
Return to Owner/Guardian	330	350	378	395	312	221
Total Euthanized	976	1,361	1,724	1,541	1,436	1,017
Total Outcomes	3,402	4,150	6,609	4,265	3,679	2,606

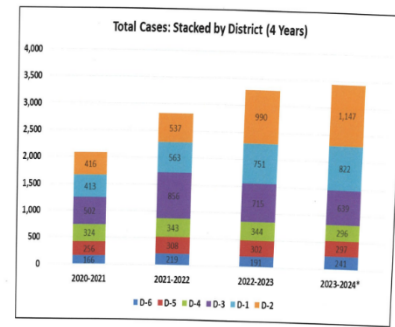
Longview Data – Call Volume

- Cases vs Activities
- Here is a summary of Total Cases, by district:

Total Cases By District	2020-2021	2021-2022	2022-2023	Projected 2023-2024
District 1	413	563	751	822
District 2	416	537	990	1,147
District 3	502	856	715	639
District 4	324	343	344	296
District 5	256	308	302	297
District 6	166	219	191	241
Total Cases	2,077	2,826	3,293	3,442

Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Cases, in a column chart stacked by district:



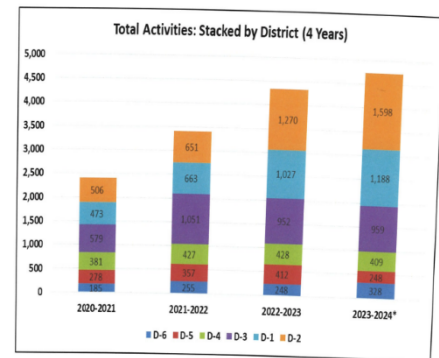
Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Activities, by district:

Total Activities By District	2020-2021	2021-2022	2022-2023	Projected 2023-2024
District 1	473	663	1,027	1,188
District 2	506	651	1,270	1,598
District 3	579	1,051	952	959
District 4	381	427	428	409
District 5	278	357	412	413
District 6	185	255	248	328
Total Activities	2,402	3,404	4,337	4,895

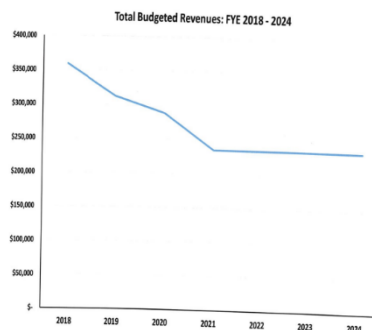
Longview Data – Call Volume (Ctnd)

- Here is a summary of Total Activities, in a column chart stacked by district:



Longview Data – Budget Revenues

- 35% decline from 2018 to 2021, then flat:



Longview Data – Budget Expenses

- Here is summary chart of historical budget for expenses:

Description	2018	2019	2020	2021	2022	2023	2024
EXPENDITURES:							
Total Personnel Costs	\$ 882,494	\$ 948,148	\$ 1,069,167	\$ 976,823	\$ 1,059,980	\$ 1,110,501	\$ 1,152,201
Total Supplies Costs	221,744	237,113	249,085	223,350	248,350	237,869	259,869
Total Equipment Maintenance Costs	17,305	17,840	16,051	9,600	11,600	9,600	8,600
Total Contractual Costs	202,732	195,232	175,955	166,673	197,942	153,999	155,327
Total Benefits Costs	403,916	457,224	480,475	503,865	526,386	537,050	549,174
Capital Items	-	-	-	-	42,817	-	-
Total Expenses	\$ 1,728,191	\$ 1,855,557	\$ 1,990,733	\$ 1,880,311	\$ 2,087,074	\$ 2,049,019	\$ 2,125,170
Adjustments:							
Discontinued Cost Allocations	(53,116)	(55,716)	(60,420)	(57,956)	(69,902)	-	-
Capital Items	-	-	-	-	(42,817)	-	-
Subtotal	(53,116)	(55,716)	(60,420)	(57,956)	(112,719)	-	-
Adjusted Total Expenses	\$ 1,675,075	\$ 1,799,841	\$ 1,930,313	\$ 1,822,355	\$ 1,974,355	\$ 2,049,019	\$ 2,125,170
% Change		7.4%	7.2%	-5.6%	8.3%	3.6%	3.7%

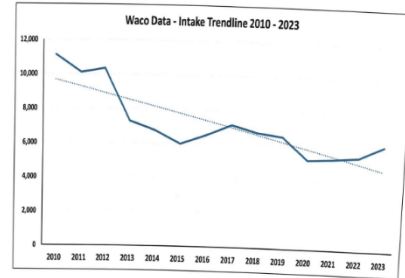
Longview Data - Observations

- Intake stats have been ticking up since 2020 (mainly from seized/custody category)
- Rescue efforts have been critical to outcomes, but euthanasia has ticked up since 2020 with increased intake volume.
- Expense budget is clearly trending upwards, mainly from increased personnel costs, benefits, insurance, etc.
 - No increase in budgeted revenues to offset.
 - Inflation is likely a driver here, but the call volume data would also indicate much more work = increased personnel costs.
- Final observation – Fees to Outside Vets are trending up:

	Full Year		Annualized		YTD
	2022	2023	2024		8.5.2024
Fees to Outside Vets \$	9,828	\$ 13,702	\$ 18,848	\$	15,421
<i>Annual Growth</i>		39.42%	37.55%		

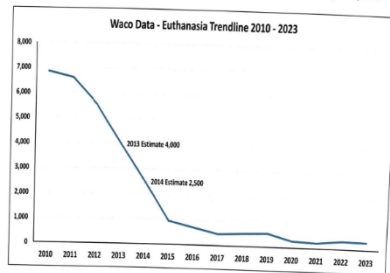
Waco Data

- Original S-N Ordinance enacted August 20, 2013, then amended April 4, 2016 and March 19, 2019
- Received summary data on total intake volume between 2010 and 2023 (14 years).
- Average intake of 10,529 in first 3 years (2010 – 2012) vs average intake of 5,655 in final 3 years (2021 – 2023) ... that's ~ 46% LT drop:



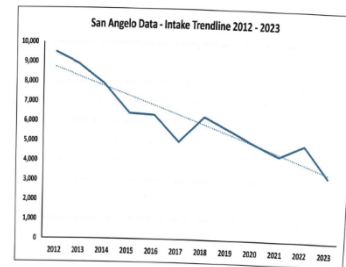
Waco Data (Ctnd)

- Original S-N Ordinance enacted August 20, 2013, then amended April 4, 2016 and March 19, 2019
- Received detailed outcome data for 2010 – 2012 (3 years) and 2015 – 2023 (9 years), missing 2013 and 2014
- Data included statistics for total euthanized.
- Average euthanasia total 6,377 in first 3 years (2010 – 2012) vs average of 277 in final 3 years (2021 – 2023) ... that's ~ 96% drop



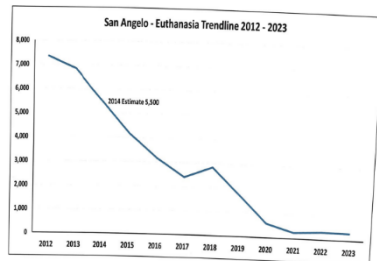
San Angelo Data

- S-N Ordinance enacted October 6, 2015
- Received detail data on intake volume between FYE 9.30.2012 & 9.30.2023 (12 years)
- Average intake of 7,724 in 3 years prior to S-N ordinance (2013 – 2015) vs average intake of 4,210 in final 3 years (2021 – 2023) ... again, that's ~ 46% LT drop:



San Angelo Data (Ctnd)

- S-N Ordinance enacted October 6, 2015
- Received detailed outcome data for FYE 2012 & FYE 2013 and then FYE 2015 – 2023 (9 years), missing 2014
- Data included statistics for total euthanized.
- Average euthanasia for 3 years of data available before S-N ordinance (2012, 2013 & 2015) was 6,115 vs average of 243 in final 3 years (2021 – 2023) ... again, that's ~ 96% drop



Waco / San Angelo Observations

- High level demographics of markets are comparable:

City Market	Approximate Population	Geographic Area (Sq.Mi.)	Median HH Income	Per Capita Income	Number Households
Longview, Texas	83,119	55.8	\$65,897	\$33,874	33,211
San Angelo, Texas	99,871	60	\$57,625	\$32,413	40,516
Waco, Texas	143,987	89.8	\$54,248	\$28,986	53,623

* Source: www.censusreporter.org/profiles

- Hard to know all external factors that could be influencing stats along with S-N ordinance, but clear indication of positive results.
- Had to double check calculations – both markets showed same long-term drop in average intake volume (or about 46%) and total euthanized (or 96%).

Closing / Q&A

Will Courington, CFA, ABV, MBA
Burkett & Courington, LLC
wcourington@burkettcpafirm.com

13. Adjournment

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

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: April 10, 2025
ITEM #: 6.B
SUBJECT: Consider approval of an appointment to the Parks Advisory Board. (Parks & Recreation)

Recommendation for Action: Consider approval of an appointment to the Parks Advisory Board

Executive Summary: The Parks Advisory Board serves as an advisory committee to the City Council and City staff in establishing plans or procedures concerning usage, planning, goals, and objectives of parks and recreation services and facilities. Comprised of seven members, the board is committed to improving and enhancing these resources for the Marshall community.

The board members serve a four (4) year staggered term. The term of each member shall not exceed two (2) consecutive full terms, and a member must have remained off the board for one (1) full term before the member can be reappointed. The current members are Ladarius Carter, Colin Brady, James Runnels, Gloria Moon, Mike Haynes, and Jerry Calderon. Marina Garcia-Heredia, Director of Parks and Recreation, serves as the Staff Liaison.

Melisa Lewis, Parks Advisory Board Secretary, submitted her resignation to the board on February 24, 2025, leaving a vacancy. Per the board's bylaws, vacancies on the Board shall be filled by the City Council for an expired term of a member, in the same manner and for the same terms of membership as the original appointment.

During the board meeting on March 31, 2025, Mr. Roy Fox was unanimously recommended for appointment, per the Council's direction, to fill the vacancy with someone with a golf background. A long-time resident of Marshall, having lived there for over 59 years, he previously held the role of President at People's Bank before his retirement. Mr. Fox is passionate about golf and deeply committed to the Marshall Community, valuing its diversity. He has served multiple terms as President of the Marshall Lakeside Country Club Board and has actively contributed to community initiatives.

Staff supports the board's recommendation and respectfully requests the appointment of Mr. Roy Fox to the Parks Advisory Board. If approved, Mr. Fox's term will commence immediately and expire on December 31, 2027.

Budget Cost: N/A

Staff Contact: Marina Garcia-Heredia, Parks and Recreation Department Director

Attachments: 1. Roy Fox Application

Application for Appointment to City Boards and Committees

Name of Board or Committee to which you are applying Parks Advisory Board

Name of Board or Committee to which you are applying *Field not completed.*

First Name Roy

Last Name Fox

Permanent Residence Address 106 waverly

City Marshall

State Texas

Zip Code 75672

Mailing Address (if different from above) *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Preferred Phone Number

Email Address

Occupation Retired

Employer Retired

Are you a registered voter in the City of Marshall? Yes

Are you a resident of the City of Marshall? Yes

Length of Residency in Marshall 59 years

In which District do you
reside?

6: Councilmember Amanda Abraham

Do you, your spouse, or your
employer have any financial
interest, directly or indirectly,
in any contract with the City of
Marshall?

No

Do you, your spouse, or your
employer have any financial
interest, directly or indirectly,
in the sale to the City of any
land, materials, supplies, or
service?

No

Do you, your spouse, or your
employer have any financial
interest, directly or indirectly,
in matters that might come
before the Board of Committee
to which you are seeking
appointment?

No

Have you ever been convicted
of violating any federal, state,
or municipal law, regulation,
or ordinance?

No

Please share information about
your EDUCATION
background.

Banking LSU

Please share information about
your PROFESSIONAL
background.

President of people's bank

Please share your
VOLUNTEER/COMMUNITY
SERVICE experience.

President united funds

Please share your AREAS OF
INTEREST.

Golf

Please specify membership on any other governmental Board or Committee. List all
Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or Other

Entities of which you are currently a member and/or officer and/or employed by and give the title and dates of any position that you have held in such organization.

Organization	Field not completed.
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Title	Field not completed.
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Dates	Field not completed.
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Organization	Field not completed.
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Title	Field not completed.
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Dates	Field not completed.
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Organization	Field not completed.
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Title	Field not completed.
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Dates	Field not completed.
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Please share a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume' or additional information.	Helping golf course get better & parks
---	--

Upload Resume' (optional)	Field not completed.
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Upload Additional Information (optional)	Field not completed.
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I have read and understand the instructions and appointment process. The foregoing and any attached statements are true, accurate, and complete. I agree that any misrepresentation or omission of facts may result in my disqualification for appointment.

Electronic Signature	Roy Fox
----------------------	---------

Date	3/31/2025
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TO: City Council
DATE: April 10, 2025
ITEM #: 8.A
SUBJECT: Consider approval of a resolution updating the authorized signatories for the City of Marshall's banking transactions. (Finance)

Recommendation for Action: Staff recommends approval of the resolution to update the authorized signatories for the City of Marshall's banking transactions. This update will remove Dawn Jones and add Alex Agnor, ensuring accurate and current authorization for financial matters.

Executive Summary: The City of Marshall seeks to update its authorized banking signatories to ensure accuracy and compliance with financial policies and procedures. This resolution authorizes the removal of Dawn Jones and the addition of Alex Agnor as a signatory for city banking transactions. Maintaining an up-to-date signatory list is essential for efficient financial management and operational integrity.

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Interim Finance Director

Attachments: 1. R-25- Resolution Amending Authorized Bank Signatories

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MARSHALL
RESOLUTION NO.

A resolution of the governing body of the City of Marshall passed and approved at a meeting of the City Council held on April 10, 2025. The meeting was duly posted and advertised and at which a quorum of the council was present. The purpose of this resolution being the authorization of City of Marshall banking signatories.

WHEREAS, the city council of the City of Marshall recognizes the need to update signatories for City of Marshall banking purposes; and

WHEREAS, in accordance with audit recommendations, all checks issued by the City of Marshall should bear two authorized signatures; however, there may be circumstances where two signers are not immediately available;

THEREFORE LET IT BE RESOLVED that the City Council of Marshall, Texas, effective April 10,2025, does hereby authorize Kristina Hamilton, Melissa Vossmer, and Alex Agnor as signatories for City of Marshall banking purposes, and that all checks issued by the city must require two signatures before they are to be negotiated at the bank.

Passed and approved this 10th day of April 2025.

APPROVED:

Amy Ware, Mayor
City of Marshall, Texas

ATTEST:

Nikki Smith, City Secretary



TO: City Council
DATE: April 10, 2025
ITEM #: 8.B
SUBJECT: Consider approval of a resolution updating the authorized representatives for the City of Marshall and the Marshall Economic Development Corporation with TexPool. (Finance)

Recommendation for Action: Staff recommends approval of the resolutions to update the authorized representatives for the City of Marshall and the Marshall Economic Development Corporation with TexPool. This update ensures that designated individuals have the necessary authority to manage investment transactions in compliance with TexPool's requirements. Keeping authorized representatives current is essential for maintaining efficient financial operations and safeguarding the City's and MEDC's investment assets.

Executive Summary: This resolution updates the authorized representatives for the City of Marshall and the Marshall Economic Development Corporation with TexPool. Maintaining current representatives ensures continuity in investment management and compliance with TexPool's requirements. Approval of this resolution will allow designated individuals to conduct transactions on behalf of the City and MEDCO efficiently.

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Interim Finance Director

Attachments: None



TO: City Council
DATE: April 10, 2025
ITEM #: 9.A
SUBJECT: Consider approval of an engineering design task order for KSA to provide design and construction services for the replacement of the backup generator at the WWTP and West End Lift Station, a new generator installed at the Convention Center and a new portable generator (\$237,751). (Public Works)

Recommendation for Action: Approve the design and construction management task order submitted by KSA.

Executive Summary: KSA will provide the following design and construction management services for the replacement of the existing backup emergency generator at the Wastewater Treatment Plant (WWTP), West End Lift Station, and the installation of a new generator at the Convention Center as well as a new portable generator to be used at various City facilities.

- Electrical and site improvements for backup generators at the West End Lift Station, Wastewater Treatment Plant and Convention Center; including modifications to 19 of the City's existing lift stations to facilitate portable generator connection.
- Design services include preparation of one (1) bid package and construction administration services for one(1) construction contract under the general direction of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP);

The scope of services is also attached for additional information.

Budget Cost: \$237,751

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

Attachments: 1. 101062 HMGP agmt for signature

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the City of Marshall, hereinafter called the "City", acting herein by Melissa Byrne Vossmer, Interim City Manager hereunto duly authorized, and KSA Engineers, Inc. hereinafter called "Firm," acting herein by John G. Reidy, P.E., Managing Principal.

WITNESSETH THAT:

WHEREAS, the City of Marshall desires to construct the following:

Electrical and site improvements for backup generators at the West End Lift Station, Wastewater Treatment Plant, and Civic Center; including modifications at 19 of the City's existing lift stations to facilitate portable generator connection. Design services include preparation of one (1) bid package and construction administration services for one(1) construction contract under the general direction of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and Whereas the City desires to engage KSA Engineers, Inc. to render certain engineering/surveyor/architectural services in connection with the HMGP Project, Contract Number DR4485-0017, DR4485-0107, and DR4485-0108.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on date of execution of this agreement. In any event, all of the services required and performed hereunder shall be completed no later than May 26, 2027.

3. Local Program Liaison - For purposes of this Agreement, the Director of Public Works or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the FEMA award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's FEMA contract.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 237,751 broken down by project as follows: West End Lift Station (DR4485-0107) - \$38,511 Wastewater Treatment Plant (DR4485-0108 - \$137,187 Civic Center (DR4485-0017) - \$62,053. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from

and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harrison County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: **City of Marshall, TX**

Melissa Byrne Vossmer
Interim City Manager

BY: **KSA ENGINEERS, INC.**



John G. Reidy, P.E.
Managing Principal

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the implementation of Phase I and Phase II of the project:

SCOPE OF SERVICES

1. Attend a maximum of two (2) preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the FEMA project.
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDEM/FEMA. The format for this report is attached to this Agreement as Exhibit 1.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
7. Make 10-day call to confirm prevailing wage decision.
8. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Accomplish construction contractor's eligibility verification through www.SAM.gov.
12. Conduct pre-construction conference and prepare copy of report/minutes.
13. Issue Notice to Proceed to construction contractor.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
15. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
16. Use TDEM/FEMA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

17. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
18. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the City and the Firm and submit to FEMA for approval prior to execution with the construction contractor.
19. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
20. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
21. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
22. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by FEMA, unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
26. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by

subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to FEMA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - b. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - c. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - d. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDEM, the Texas Comptroller of Public Accounts, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents those services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

PART III
SAMPLE PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee	Fee Amount
• Completion of Preliminary Design	30%	\$ 71,325
• Completion of Final Design	20%	\$ 47,550
• Completion of Bidding Phase	25%	\$ 59,437
• Completion of Construction Phase.	20%	\$ 47,550
• Completion of Closeout Phase	5%	\$ 11,889
	100%	<u>\$ 237,751</u>
Total		

The fee for all other Special Services shall not exceed a total of N/A and 00/100 Dollars (\$0.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
2. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City. City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, the Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of the award between TDEM/FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TDEM/FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the award between TDEM/FEMA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDEM/FEMA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)

- a. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - i. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
 - ii. the vendor:
 - 1. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
 - 2. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
- (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
- (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that

subsection is an administrative agency created under Section 791.013, Government Code.

- b. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).
14. Debarment and Suspension (Executive Orders 12549 and 12689). The Firm certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
15. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
16. Access to Records. The Federal Emergency Management Agency (FEMA), Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City’s contract with TDEM/FEMA.
17. Retention of Records. The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

CIVIL RIGHTS

18. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

19. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
20. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
21. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
22. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

LABOR STANDARDS

23. Compliance with the Copeland “Anti-Kickback” Act
 - a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
24. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX 11 (E).

25. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

26. Clean Air Act and the Federal Water Pollution Control Act. The Firm or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

27. Procurement of Recovered Materials.

- a. In the performance of this contract, the Firm shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a time frame providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/>
- c. The Firm also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

28. Domestic Preferences for Procurements (CFR 200.322).

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-

based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29. Prohibition on certain telecommunications and video surveillance services for equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

EMPLOYMENT OPPORTUNITIES

30. Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). The Firm shall comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 that prohibits discrimination in employment against protected veterans.

31. Federal Executive Order 11246, as amended. The Firm shall comply with Federal Executive Order 11246 that prohibits Government contractors and subcontractors, and federally assisted construction contractors and subcontractors from discriminating in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

OTHER

32. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
33. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
34. Ineligibility to Receive State Grants or Loans or Bid on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:
- a. Enter into a contract to provide property, materials or services under a contract with the state; or
 - b. Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

35. DHS Seal, Logo, and Flags. The Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
36. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

37. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
38. Program Fraud and False or Fraudulent Statements or Related Acts. The Firm acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Preliminary Design Phase	90
Complete Final Design Phase	120
Submit Plans & Specs for Review by Owner	120
Approval of Plans & Specs by Owner	145
Open Bids	175
Award Bid	180
Execute Construction Contract	190
Pre-Construction Conference; Issue Notice to Proceed	195
Start Construction Phase	210
End Construction Phase	510



TO: City Council
DATE: April 10, 2025
ITEM #: 9.B
SUBJECT: Consider approval of additional services related to the Clean Water State Revolving Fund (CWSRF) wastewater project which will amend the existing design task order\agreement already in place. (\$396,040). (Public Works)

Recommendation for Action: Approve the task order for additional services related to the CWSRF wastewater project which will amend the current agreement.

Executive Summary: This task order outlines additional services to be incorporated into the existing agreement with Schaumburg and Polk (SPI), ensuring full compliance with all contractual provisions. The scope of these additional services includes:

1. ****CCTV Inspection**** – Conducting a closed-circuit television (CCTV) inspection of three gravity sewer main outfalls that connect to the WWTP, ranging from 24 to 36 inches in diameter, totaling approximately 37,555 linear feet.
2. ****Sewer Main Cleaning**** – Cleaning up to 18,778 linear feet of sewer mains to facilitate the CCTV inspection.
3. ****Manhole GPS & Inspection**** – Locating and GPS mapping approximately 58 manholes along the sewer main outfalls, including limited inspections to document depth, flowlines, pipe diameter, and materials. Digital records will be provided by the City's GIS system.
4. ****Boundary Surveys & Acquisition Exhibits**** – Conducting boundary surveys and preparing acquisition exhibits for 15 additional lift station sites, including access roads. Acquisition exhibits will be limited to 10 parcels.

****Assumptions & Clarifications****

- The City will provide water for sewer cleaning.
- The City will grant access to manholes.
- Grit disposal will be available at the Wastewater Treatment Plant (WWTP).
- Right-of-way clearing is excluded from this scope of work.

These additions enhance the scope of the original agreement while maintaining alignment with all existing terms and conditions.

Budget Cost: \$396,040 (Funds are from the CWSRF Loan)

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

Attachments: 1. Additional Services Agreement

ADDITIONAL SERVICES AGREEMENT

CURRENT AGREEMENT:

Project: TWDB CWSRF Lift Station Upgrades

Date: Entered into the 27th day of September, 2024 by and between the City of Marshall, by Terrell Smith, and SCHAUMBURG & POLK, INC., by Jeremy Buechter.

Scope: The current contract generally consists of planning, design, acquisition, permitting and construction phase services for upgrades to 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 Report", dated March 2022.

ADDITIONAL SERVICES

Additional services shall be entered into as part of, and fully compatible with, all provisions, requirements, terms, and conditions of the original agreement. Additional services shall include:

1. Provide CCTV Inspection of three (3) gravity sewer main outfalls ranging from 24-in to 36-in in diameter and totaling approx. 37,555 linear feet. This item of work will replace the 20,000 linear feet of smoke testing in the original scope of work.
2. Provide up to 18,778 linear feet of sewer main cleaning. This amount is an estimated amount of cleaning required to facilitate the CCTV inspection.
3. Locate and GPS all manholes (approx. 58 total) on the three (3) gravity sewer main outfalls using a Trimble unit, smart phone or equivalent receiver. Including limited manhole inspections outlining manhole depth, flowlines, pipe diameter, materials and deliver digital copies to the City for incorporation in their GIS system.
4. Provide boundary surveys and exhibit documents for acquisition for fifteen (15) additional lift station sites including access roads. Exhibits for acquisition will be limited to (10) parcels.

ASSUMPTIONS/CLARIFICATIONS

1. City will provide water for sewer main cleaning.
2. City will provide manhole access.
3. Grit disposal available at the WWTP.
4. R.O.W. clearing is excluded from the additional services Scope of Work.

ADDITONAL FEE:

Three Hundred Ninety-Six Thousand and Forty Dollars (\$396,040)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF MARSHALL

SCHAUMBURG & POLK, INC.

BY: _____

BY:  _____
Travis Reed, PE – Vice President

Date: _____

Date: 3/18/2025



TO: City Council
DATE: April 10, 2025
ITEM #: 9.C
SUBJECT: Consider approval to authorize the purchase of the second set of bunker gear for the Fire Department as approved in FY25 budget. The approved budget item was \$162,000.00, and the actual purchase amount is \$154,745.00. (Fire)

Recommendation for Action: Staff recommends that the City Council approve the purchase of a second set of bunker gear from Casco Industries, Inc. for \$154,745.00, which is \$7,255.00 under the budgeted amount approved in the FY25 budget.

Executive Summary: Purpose

To request City Council approval to purchase a second set of bunker gear for each member of the Marshall Fire Department, as approved in the FY25 budget.

Background

The National Fire Protection Association (NFPA) recommends that firefighters have two sets of personal protective equipment (PPE) to ensure proper decontamination between fire events and to provide backup gear when primary equipment is being cleaned or repaired. This purchase will bring the department into compliance with these safety standards.

Financial Impact

- Budgeted Amount: \$162,000.00
- Actual Purchase Cost: \$154,745.00
- Savings: \$7,255.00

Recommendation

Staff recommends that City Council approve the purchase of a second set of bunker gear from Casco Industries, Inc. in the amount of \$154,745.00, which is \$7,255.00 under the budgeted amount approved in the FY25 budget.

Budget Cost: The actual purchase cost is \$154,745.00 dollars.

Staff Contact: David Rainwater, Fire Chief

Attachments:

1. Executive Summary Bunker Gear
2. Marshall FD - Sales Order - 3 Dec 24 - Jeans - PPE
3. Marshall FD - Sales Order - 3 Dec 24 - 1 - Jeans - PPE

To: Melissa Vossmer, City Manager
Date: April 1, 2025
From: David Rainwater, Fire Chief
RE: Authorize the purchase of a second set of bunker gear for the Fire Department as approved in the FY25 Budget.

Purpose

To request City Council approval for the purchase of a second set of bunker gear for each member of the Marshall Fire Department as approved in the FY25 budget.

Background

The National Fire Protection Association (NFPA) recommends that firefighters have two sets of personal protective equipment (PPE) to ensure proper decontamination between fire events and to provide backup gear when primary equipment is being cleaned or repaired. This purchase will bring the department into compliance with these safety standards.

Financial Impact

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HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING TEXAS

ACCT. # 19457	SHIP TO: Marshall FD
SOLD TO: Marshall FD	601 S Grove
601 S Grove	Marshall, TX 75670
Marshall, TX 75670	
ATTN: Randall Jeans	ATTN: Randall Jeans
PHONE: 903-578-0400	PHONE: 903-578-0400
EMAIL: jeans.randall@marshalltexas.net	EMAIL: jeans.randall@marshalltexas.net

CREDIT CARD:		DIST	CUST PO NUMBER	SALES REP ID	SALES REP #
NAME/EXP DATE				179	
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE
TRANSACTION ID#			30	ADD	12/3/2024
					ORDER

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		GLO-1D462D1T, Coat, Armor AP Tan (Quote 120723-4G213)	\$ 1,424.54	40		\$ 1,720.00	\$ 68,800.00
			\$ -			\$ -	\$ -
2		GLO-FD462D1R, Pant, Armor AP Tan (Quote 120723-4G213)	\$ 1,045.35	40		\$ 1,270.00	\$ 50,800.00
			\$ -			\$ -	\$ -
3		SJL06<: <7:4/#Krrg/#EduulDluh#Jrog#Frpsohwh#Fsyhud95.00	\$ 115.00	45		\$ 115.00	\$ 5,175.00
			\$ -			\$ -	\$ -
4		MSA-A-1836-ABAOABBAAAO, Helmet. 1836, Black	\$ 335.01	31		\$ 395.00	\$ 12,245.00
		w/Defender	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
5		MSA-A-1836-AWAOABBAAAO, Helmet. 1836, White	\$ 335.01	5		\$ 395.00	\$ 1,975.00
		w/Defender	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
6		MSA-A-1836-ARAOABBAAAO, Helmet. 1836, Red	\$ 335.01	14		\$ 395.00	\$ 5,530.00
		w/Defender	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
7		O[S00[IE430U/#Jhdu#Edj#Uhg#Suhplxp	\$ 53.00	45		\$ 65.00	\$ 2,925.00
			\$ -			\$ -	\$ -
8		GCI-GFPGA8221, Glove, Green Gauntlet Casco Spec	\$ 68.00	40		\$ 80.00	\$ 3,200.00
		Sizes -	\$ -			\$ -	\$ -
		MW	\$ -	9		\$ -	\$ -
		LW	\$ -	19		\$ -	\$ -
		X-Large	\$ -	6		\$ -	\$ -
		XX-Large	\$ -	5		\$ -	\$ -
		XXX-Large	\$ -	1		\$ -	\$ -
			\$ -			\$ -	\$ -
9		MSA-E-FRT5.5106ALOWNWABGTNBA, Fronts Probationary	\$ -	15		N/C	\$ -
		Reason Code - B96	\$ -			\$ -	\$ -
10		MSA-E-FRT5.5108ALBRNBAWRSNWBA, Fronts Lieutenant	\$ -	9		N/C	\$ -
		Reason Code - B96	\$ -			\$ -	\$ -
11		MSA-E-FRT5.5108ALBRNRABRSNRBA, Fronts Captain	\$ -	7		N/C	\$ -
		Reason Code - B96	\$ -			\$ -	\$ -
12		MSA-E-FRT5.5108ALBRNRAWRSNWBA, Fronts, AC, BC	\$ -	5		N/C	\$ -
		Reason Code - B96	\$ -			\$ -	\$ -

ADDITIONAL COMMENTS BELOW	DIST TOTAL: \$ 25,723.90	Subtotal	\$ 150,650.00
Freight is Not Included On Quote		Tax	\$ -
	ADD	Freight	\$ -
		TOTAL	\$ 150,650.00

Quote is good for 30 days. Please review our Return and Payment Policies at www.cascoindustries.com/policies



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING TEXAS

ACCT. # 19457
SOLD TO: Marshall FD
601 S Grove
Marshall, TX 75670

SHIP TO: Marshall FD
601 S Grove
Marshall, TX 75670

ATTN: **Randall Jeans**
PHONE: 903-578-0400
EMAIL:

ATTN: **Randall Jeans**
PHONE: 903-578-0400
EMAIL: jeans.randall@marshalltexas.net

[illegible]



TO: City Council
DATE: April 10, 2025
ITEM #: 10.A
SUBJECT: Presentation of an update\overview regarding
Municipal Drainage Utility (MDU). (Councilmembers
Godfrey & Morris)

Recommendation for Action: None

Executive Summary: This item will be a discussion of activities within the Municipal Drainage Utility since 2018, including projects that were funded and completed and projects that were not completed and the reason for those projects not being finished. Mr. Stan Hayes, PE, who assisted the City with the development and implementation of the 2018 Project list, will be present to discuss these items and provide input as to the reasons some of the projects were not completed. We will also be discussing the current list of projects and what the next steps will be in developing the scope of work for those projects.

Budget Cost: None

Staff Contact: Eric Powell, PE Director of Public Works

Attachments: 1. 2025 Marshall Drainage Update



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net
2126 ALPINE RD. LONGVIEW, TX 75601-3401
V 903.758.2010 F 903.758.2099

February 24, 2025

Mr. Eric Powell, P.E., Director of Public Works/City Engineer
City of Marshall
P.O. Box 698
Marshall, TX 75671

RE: 2025 Drainage Review

Dear Mr. Powell:

I have reviewed the drainage list prepared by JC Hughes in 2018 and would offer the following comments:

Proposed Drainage Projects per JC Hughes 2-22-2018 Presentation

1. Alamo Blvd – Complete
2. Contracted Services – Miscellaneous work
3. Detention Pond projects – study complete
4. Dredge Parker Creek – Complete
5. Houston Street 1200 W – Storm Drain runs under house structure
6. Inman Street – Culverts on Callum
7. Indian Springs Culvert – Indian Springs at Whaley – Complete
8. Maverick Drive – repair wingwall and add riprap due to erosion
9. Misc Culverts
10. Sallie Sue 1101 – Complete added inlets
11. Sanford Street 408 – Peoples Baptist Church Complete added box and storm sewer
12. Sanford and Whetstone Box – Complete – added junction box
13. Sanford and Elm Rip Rap – Complete
14. Warren Drive 110 – Not 110 last house on west side of Warren (1113) across from Airport Park. Water running down drive, install inlet upstream and storm to existing box
15. Wingwood Circle -34 Wingwood Terrace big ditch eroding edge of road.

Future Drainage Projects per JC Hughes 2-22-2018 Presentation. I do believe much effort was devoted to these identified drainage issues. They were identified from complaints and added as potential future projects. A few were investigated and addressed

1. Bell Cut Off – RR underpass floods large drainage area from west
2. Carter Street Culvert and Wingwall – water overtops road
3. 511 & 512 Carter – Home Flooding, Purchase, Probably in floodplain

Mr. Eric Powell, P.E.
February 24, 2025
Page 2 of 2

4. Country Club Drainage – 406 floods large drainage area, add inlets and storm to Ambassador Blvd. inlet.
5. Cox Creek Culvert – S Washington replace culvert
6. N Franklin Street 800 – Buy House, North of RR, Probably in Floodplain
7. Franklin Street Underpass - Underpass lower than creek flooding issue, no solution.
8. Georgetown Road 800-900 – Clean roadside ditches and replace drive culverts west of Rosborough Springs Road
9. Grove Street Wiley Dorm – purchase
10. Hawley Street 302 – purchase, Adjacent to Franklin Street RR Underpass
11. Higgins, James, Rudd – Adjacent to Creek Probably Floodplain
12. Merrideth East 306 – Adjacent to low point, storm sewer inadequate floods yard
13. Parker Creek Maintenance – de snag creek US 59 to Elysian Fields
14. Parker Creek Maintenance – de snag creek Elysian Fields to Five Notch Road
15. Summit Street 803 – Clear drainage upstream to Madison Street
16. Turtle Creek Maintenance – de snag creek and clear channel US 59 to Parker Creek
17. Upper Happy Hollow Drainage – Repair drainage ditch walls Carter thru park
18. Washington Street 600 South – Adjacent to Happy Hollow Creek
19. Wingwood Terrace 43 – Grate Inlet was added
20. Youngsdales Circle 704,710,712 – Purchase, Adjacent to Creek Probably Floodplain associated with Carter Street Flooding

If you have questions or comments or if I can be of additional assistance, please advise.

Sincerely,

HAYES ENGINEERING, INC.



Stanley R. Hayes, P. E.
Principal



CITY OF MARSHALL
2018 DRAINAGE UTILITY - DRAINAGE IMPROVEMENT PROGRAM
FUND # 84

CITY COMMISSION

V2 DRAFT 02-22-2018

J. C. Hughes

903-503-4503 (cell) - 903-935-4489 (office direct)

***DRAFT INCLUDES CARRY OVER FUNDS FROM 2017 (\$175,000)**

2018 REVENUE	2018 Revenue Estimates	2018 COST SUMMARY:	Estm'd Costs	Summary Total
Utility Tax Fund - 2018	\$380,250.00	Personnel Related Costs	\$115,268.00	
Misc Funds	\$0.00	Fuel, Oil, Lube, Supplies & Misc	\$15,050.00	
Misc Funds	\$0.00	ROW & Creek Herbicide	\$20,000.00	
Misc Funds	\$0.00	Misc Equip & Services	\$4,400.00	
Misc Funds	\$0.00	Contracted Services	\$10,000.00	
Misc Funds	\$0.00	Misc. Culverts and Bridges	\$25,000.00	
Misc Funds	\$0.00	Detention Pond Projects	\$2,000.00	
Misc Funds	\$0.00	Drairage Improvements	\$100,000.00	
Misc Funds	\$0.00	Machinery & Equipment	\$7,000.00	
Misc Funds	\$0.00	Engineering	\$30,000.00	
Misc Funds	\$0.00	Loans and/or Debt Service	\$52,500.00	
Sub-Total DUS Projects	\$380,250.00	Sub-Total DUS Projects	\$381,218.00	-\$968.00
Carry Over From 2017	\$175,000.00	2017 Drainage Improvements	\$174,000.00	
Sub-Total Revenue	\$175,000.00	Sub-Total DUS Carry Over	\$174,000.00	\$1,000.00
2018 Drainage Projects	\$555,250.00	2018 Drainage Projects	\$555,218.00	\$32.00

General Notes: Drainage Utility Fee - \$3.50/meter

ALPHA LISTING OF 2018 PROPOSED DRAINAGE IMPROVEMENTS AND TYPE IMPROVEMENT - Does not include Alternate Projects

Location	COND	Project Description	Bridge Repair	Culvert Repair	Detention	Ditch Lining	Drainage	STATUS	OPC 2025	Budgeted 2018
Alamo Blvd. - Culverts	4	Install new Storm Culverts and Sidewalk		X				COMPLETE		\$35,000.00
Contracted Services	314	Misc. Contracted Services - Contrete & Drains		X	X	X	X	COMPLETE		\$10,000.00
Detention Pond Projects	314	Small Neighborhood Detention Pond Projects			X			COMPLETE		\$2,000.00
Dredge Parker Creek	314	Remove Silt and Debris from RR to Hwy 59					X	COMPLETE		\$35,000.00
Houston Street - 1200 West	314	Culvert Maintenance (Mrs. Moody)		X					\$150,000.00	\$12,000.00
Inman Street - 2400 to 2500 Blk.	314	Improve Drainage Ditches Inman & Callum				X	X		\$130,000.00	\$20,000.00
Indian Springs Culvert	314	Repair Liner Separation		X				COMPLETE		\$5,000.00
Maverick Drive Culvert & Bridge	314	Repair Wing Walls and Add Rip Rap	X				X		\$76,500.00	\$20,000.00
Misc. Culvert & Bridge Repairs	314	Replace or Repair Misc. Culverts and Bridges	X	X				COMPLETE		\$25,000.00
Sallie Sue - 1101	314	Install Catch Basins, Culvert, & Drive Apron					X	COMPLETE		\$15,000.00
Sanford Street - 406 (Culverts)	314	Install Storm Culverts and Cover		X				COMPLETE		\$20,000.00
Sanford & Whetstone Box	314	Culvert, Line Ditch		X				COMPLETE		\$20,000.00
Sanford & Elm Rip Rap	314	Remove Culvert and Add Large Rip Rap		X				COMPLETE		\$15,000.00
Warren Drive - 110 Drainage	314	Install Catch Basins, Culvert, & Drive Apron					X	Address	\$30,000.00	\$30,000.00
Wingwood Circle - Culvert Repair	314	Install Wingwall, Rip Rap, and Guardrails		X			X		\$61,000.00	\$10,000.00
Total										\$274,000.00

2018 EQUIPMENT PURCHASES

Item	Description	Item Budget						Budgeted 2018
(2) Heavy Duty Trailers	Needed to Haul Mini Backhoes, Brush & Limbs	\$7,000.00						\$7,000.00
Total		\$7,000.00						\$7,000.00

2018 DRAINAGE UTILITY DETENTION & DRAINAGE ENGINEERING

Item	Project Description	Project Budget	City	Grants				Budgeted 2018
Engineering Related Costs	Upper Parker Creek Detention Pond Engineering	\$3,000,000.00	\$750,000.00	\$2,250,000.00				\$30,000.00
Total		\$3,000,000.00						\$30,000.00

2018 EQUIPMENT LOAN PAYMENTS

Item	Description	Item Budget						Budgeted 2018
Equipment Loan Payments	Mini Backhoe (\$8,700 x 5 yrs.)	\$40,000.00						\$8,700.00
	(2) 3/4-Ton Ext Cab Trucks (\$13,200 x 5 yrs.)	\$60,000.00						\$13,200.00
	Two-Ton Dump Truck (\$14,500 x 5 yrs.)	\$66,000.00						\$14,500.00
Future Loan Match Reserves	Reserve for Future Bonds or Loans	\$16,100.00						\$16,100.00
Total		\$182,100.00						\$52,500.00

CITY OF MARSHALL
2018 DRAINAGE UTILITY - DRAINAGE IMPROVEMENT PROGRAM
FUND # 84

CITY COMMISSION

V2 DRAFT 02-22-2018

J. C. Hughes

903-503-4503 (cell) - 903-935-4489 (office direct)

***DRAFT INCLUDES CARRY OVER FUNDS FROM 2017 (\$175,000)**

2018 REVENUE	2018 Revenue Estimates	2018 COST SUMMARY:	Estm'd Costs	Summary Total
Utility Tax Fund - 2018	\$380,250.00	Personnel Related Costs	\$115,268.00	
Misc Funds	\$0.00	Fuel, Oil, Lube, Supplies & Misc	\$15,050.00	
Misc Funds	\$0.00	ROW & Creek Herbicide	\$20,000.00	
Misc Funds	\$0.00	Misc Equip & Services	\$4,400.00	
Misc Funds	\$0.00	Contracted Services	\$10,000.00	
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Misc Funds	\$0.00	Engineering	\$30,000.00	
Misc Funds	\$0.00	Loans and/or Debt Service	\$52,500.00	
Sub-Total DUS Projects	\$380,250.00	Sub-Total DUS Projects	\$381,218.00	-\$968.00
Carry Over From 2017	\$175,000.00	2017 Drainage Improvements	\$174,000.00	
Sub-Total Revenue	\$175,000.00	Sub-Total DUS Carry Over	\$174,000.00	\$1,000.00
2018 Drainage Projects	\$555,250.00	2018 Drainage Projects	\$555,218.00	\$32.00

General Notes: Drainage Utility Fee - \$3.50/meter

FUTURE DRAINAGE PROJECT CONSIDERATIONS - AND - PRELIMINARY 2019

FUTURE DRAINAGE PROJECTS

Location	COND	Project Description	Bridge Repair	Culvert Repair	Detention	Ditch Lining	Drainage		Budgeted 2018
Bell Cut-Off - Drainage Repair	3/4	Repair Low Water Crossing							\$35,000.00
Carter Street - Culvert & Wingwall	3/4	Add Wingwall Upstream Side and Rip Rap		X			X		\$75,000.00
Carter Street - 511 & 512	4	Consider Purchasing and Removing Buildings					X		\$75,000.00
Country Club - Improve Drainage	3/4	Reconstruct Drainage System 400 - 500 Block		X			X		\$250,000.00
Cox Creek Culvert	3/4	Replace with Double Culvert and Rip Rap		X		X	X		\$35,000.00
Franklin Street - 800	4	Consider Purchasing and Removing Building					X		\$50,000.00
Franklin Street Underpass	4	Repair UPRR Drainage Basin					X		\$150,000.00
Georgetwon Road - 800 -900	3/4	Reconstruct Drainage System 800 - 900 Block				X	X		\$50,000.00
Grove Street - Old Wiley Dorm	4	Consider Purchasing and Removing Building					X		\$50,000.00
Hawley Street - 302	4	Consider Purchasing and Removing Building					X		\$50,000.00
Higgins/James/Rudd Drainage	3/4	Reconstruct Drainage Near Old RR Crossing				X	X		\$20,000.00
Meredith - East - 306	3/4	Reconstruct Drainage System 300 Block				X	X		\$25,000.00
Parker Creek Maintenance	3/4	South of Hwy. 59 - 1000' South of Elysian Field					X		\$35,000.00
Parker Creek Maintenance	3/4	1000' South of Elysian Field to Five Notch Rd.					X		\$300,000.00
Summit Street - 803	3/4	Clear Drainage Upstream to Madison Street				X	X		\$35,000.00
Turtle Creek Maintenance	3/4	Remove Debris and Clear Channel Eastward					X		\$50,000.00
Upper Hippy Hollow Drainage	3/4	Improve Drainage Walls - Carter thru City Park		X		X	X		\$75,000.00
Washington Street - 600 South	4	Consider Purchasing and Removing Building					X		\$50,000.00
Wingwood Terrace - 43	3	New Catch Basin & Drainage to Wingwood Tr.					X		\$35,000.00
Youngsdale Circle - 704-710-712	3	Consider Purchasing and Removing Buildings					X		\$100,000.00
Total									\$1,545,000.00

FUTURE DETENTION POND PROJECTS

Location	COND	Project Description	Bridge Repair	Culvert Repair	Detention	Ditch Lining	Drainage		Budgeted 2018
Cox Creek Drainage Basin	3/4	Affects Donna St., Karen St., and Cox Road			#5				\$750,000.00
Lower Happy Hollow Creek	3/4	Affects Carter, So. Washington East to Hwy. 59			#3				\$1,000,000.00
Upper Happy Hollow Creek	3/4	Affects West Houston, Sanford, Carter & Park			#4				\$1,000,000.00
East Parker Creek	3/4	Affects Hwy 59, Houston, FM-31, Elysian Fields			#2				\$3,000,000.00
Lower Parker Creek	3	Affects Elysian Fields and Hwy. 59			#6				\$1,500,000.00
Upper Parker Creek	4	Affects 59 & 80/Kroger Center/59 & Houston			#1				\$3,000,000.00
Town Branch Creek	3/4	Affects Bella Wyatt Park, Eastward to Hwy. 59			#7				\$1,250,000.00
Turtle Creek	3/4	Affects Turtle Creek, Maverick East to Hwy. 59			#8				\$1,000,000.00
Total									\$12,500,000.00

2019 FUTURE DRAINAGE PROJECTS: \$14,045,000.00



HAYES ENGINEERING

2126 Alpine St. Longview, TX 75601-3401

V (903) 758-2010 F (903) 758-2099

OPINION OF PROBABLE COST

Drainage Improvements #1200 W Houston, Marshall, Texas

<i>No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	. Tie into existing inlet storm sewer	3	LS	\$2,500.00	\$7,500
2	. Furnish and Install Storm Sewer 15' Inlet	2	EA	\$6,000.00	\$12,000
3	. Furnish and Install 48" RCP Storm Sewer	200	LF	\$250.00	\$50,000
4	. Furnish and Install 48" Headwall	1	EA	\$7,500.00	\$7,500
5	. Open Cut and repair asphalt street	42	SY	\$150.00	\$6,300
6	. Landscaping including fencing	1	LS	\$10,000.00	\$10,000
7	. Remove existing curb and gutter	70	LF	\$10.00	\$700
8	. Furnish and install curb and gutter curb and gutter	40	LF	\$40.00	\$1,600
9	. Pressure grout and abandon ex storm sewer under house	60	LF	\$200.00	\$12,000
10	. Remove existing storm sewer and backfill	140	LF	\$100.00	\$14,000
11	. Contingencies	1	LS	\$5,000.00	\$5,000
OPINION OF PROBABLE CONST. COST:					\$126,600

Surveying	\$2,000
Engineering	\$15,000
OPINION OF PROBABLE COST:	\$143,600

Respectfully submitted,


Stanley R. Hayes, P.E.



2/23/2025



HAYES ENGINEERING

2126 Alpine St. Longview, TX 75601-3401

V (903) 758-2010 F (903) 758-2099

OPINION OF PROBABLE COST

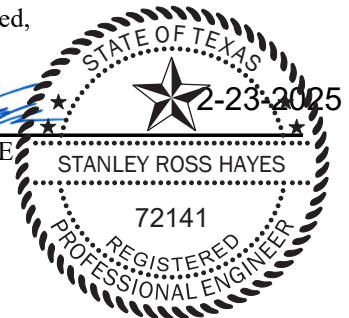
Drainage Improvements Inman Street and Callum Street, Marshall, Texas

<i>No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	. Tie into existing inlet storm sewer	3	LS	\$2,500.00	\$7,500
2	. Establish Roadside Ditch	500	LF	\$50.00	\$25,000
3	. Furnish and Install 18" RCP Culvert	200	LF	\$120.00	\$24,000
4	. Furnish and Install 18" SET Headwall	6	EA	\$1,500.00	\$9,000
5	. Open Cut and Repair Asphalt Street	126	SY	\$150.00	\$18,900
6	. Furnish and Install 18" HDPE Drive Culvert	100	LF	\$80.00	\$8,000
7	. Open Cut and Repair Concrete Drives and sidewalks	100	SY	\$80.00	\$8,000
8	. Landscaping	1	LS	\$7,000.00	\$7,000
9	. Contingencies	1	LS	\$5,000.00	\$5,000
OPINION OF PROBABLE CONST. COST:					\$112,400

Surveying	\$2,000
Engineering	\$12,000
OPINION OF PROBABLE COST:	\$126,400

Respectfully submitted,


Stanley R. Hayes, P.E.



2/23/2025



HAYES ENGINEERING

2126 Alpine St. Longview, TX 75601-3401

V (903) 758-2010 F (903) 758-2099

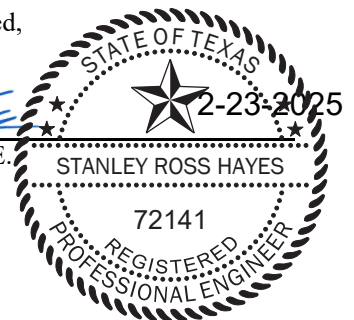
OPINION OF PROBABLE COST

Drainage Improvements Maverick Drive, Marshall, Texas

<i>No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	. Furnish and Install Flowable Fill	120	CY	\$450.00	\$54,000
2	. Furnish and Install 18" Rock Rip Rap set in Flowable Fill	30	SY	\$250.00	\$7,500
3	. Rough Grading Channel	1	LS	\$5,000.00	\$5,000
4	. Contingencies	1	LS	\$2,000.00	\$2,000
OPINION OF PROBABLE CONST. COST:					\$68,500
Surveying					\$1,000
Engineering					\$7,000
OPINION OF PROBABLE COST:					\$76,500

Respectfully submitted,


Stanley R. Hayes, P.E.



2/23/2025



HAYES ENGINEERING

2126 Alpine St. Longview, TX 75601-3401

V (903) 758-2010 F (903) 758-2099

OPINION OF PROBABLE COST

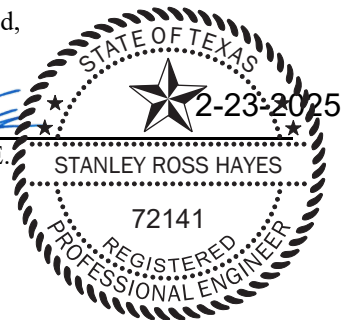
Drainage Improvements #1113 Warren Drive, Marshall, Texas

<i>No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	. Tie into existing inlet box	1	LS	\$2,500.00	\$2,500
2	. Furnish and Install Storm Sewer 10' Inlet	1	EA	\$6,000.00	\$6,000
5	. Furnish and Install 24" HDPE Storm Sewer	120	LF	\$80.00	\$9,600
7	. Open Cut and repair concrete	20	SY	\$120.00	\$2,400
9	. Landscaping	1	LS	\$2,000.00	\$2,000
10	. Remove existing curb and gutter	30	LF	\$10.00	\$300
11	. Furnish and install curb and gutter curb and gutter	20	LF	\$40.00	\$800
12	. Contingencies	1	LS	\$2,000.00	\$2,000
OPINION OF PROBABLE CONST. COST:					\$25,600

Surveying	\$1,500
Engineering	\$3,000
OPINION OF PROBABLE COST:	\$30,100

Respectfully submitted,


Stanley R. Hayes, P.E.



2/23/2025



HAYES ENGINEERING

2126 Alpine St. Longview, TX 75601-3401

V (903) 758-2010 F (903) 758-2099

OPINION OF PROBABLE COST

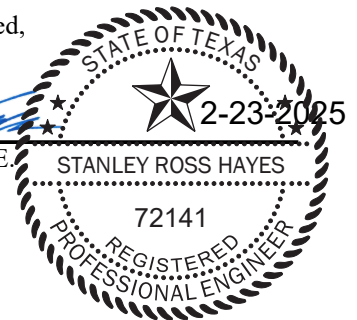
Drainage Improvements Wingwood Circle, Marshall, Texas

<i>No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	. Remove Trees and Brush in ROW and Channel	1	LS	\$4,000.00	\$4,000
2	. Furnish and Install Parallel Wingwall	1	LS	\$35,000.00	\$35,000
3	. Furnish and Install 18" Rock Rip Rap set in Flowable Fill	20	SY	\$275.00	\$5,500
4	. Rough Grading Channel	1	LS	\$5,000.00	\$5,000
5	. Contingencies	1	LS	\$5,000.00	\$5,000
OPINION OF PROBABLE CONST. COST:					\$50,500

Surveying including easement preparation	\$3,000
Engineering	\$7,500
OPINION OF PROBABLE COST:	\$61,000

Respectfully submitted,


Stanley R. Hayes, P.E.



2/23/2025



TO: City Council
DATE: April 10, 2025
ITEM #: 10.B
SUBJECT: Presentation of the 2024 Annual Report for the Marshall Fire Department. (Fire)

Recommendation for Action: There are no recommendations for this item. This is simply an informational annual report to council.

Executive Summary: The Marshall Fire Department faced significant staffing challenges in 2024, with turnover reaching a six-year high of 17 firefighters. Despite these challenges, the department made notable progress in 2024, including:

- Hiring 15 new firefighters (12 in September, 3 in December)
- Acquiring and deploying a new Pierce PUC pumper in October
- Acquiring and deploying a new Frazier Ambulance
- Implementing key technological improvements, including ESO Firehouse with CAD integration and Aladtec Scheduling Software
- Establishing a High School Fire Academy
- Completing station repairs and equipment upgrades
- Enacting new ordinances for fire lanes and burn permits

This annual report will provide a brief update on the past, present, and future state of the Marshall Fire Department.

Budget Cost: There are no budget costs associated with this annual report.

Staff Contact: David Rainwater, Fire Chief

Attachments: None



TO: City Council
DATE: April 10, 2025
ITEM #: 10.C
SUBJECT: Presentation of the 2024 Annual Report for the Marshall Police Department. (Police)

Recommendation for Action: N/A

Executive Summary: Presentation of the Annual Report for the Police Department. This report will include the 2024 racial profiling report.

Budget Cost: None

Staff Contact: Cliff Carruth - Chief of Police

Attachments:

1. MPD Final Council Report 2024
2. Racial Profiling Summary for Council

1. Vision & Mission Statements

Vision Statement

The Marshall Police Department strives to be a leader in Texas law enforcement, committed to professionalism, integrity, and community engagement.

Mission Statement

- Provide public safety and service with professionalism and integrity.
 - Reduce crime and the fear of crime through proactive policing.
 - Enhance community trust through transparency and accountability.
 - Partner with the community to create adaptive solutions to public safety challenges.
-

2. 2024 Year in Review

Community Policing & Engagement

- **Expanded Community Policing Program:**
 - Maintained **4 community policing zones**.
 - Citizen's Police Academy.
 - National Night Out
 - Shop with a Cop.
- **Additional 2024 Events:**
 - **Downtown Zone Meeting (Feb. 6, 2024)**
 - **Bike Patrol Downtown (Feb. 24, 2024)**
 - **Medco Career Fair (Feb. 28, 2024)**
 - **Workforce Job Fair (Aug. 20, 2024)**
 - **National Night Out (Oct. 1, 2024)**
 - **Soapbox Derby Downtown (Oct. 19, 2024)**

2024 COMMUNITY POLICING PROGRAMS

- New Town Meetings· Every 2nd Tuesday of each month
- Downtown Zone Meeting February 6, 2024
- Bike Patrol Downtown February 24, 2024
- Medco Career Fair February 28, 2024
- Piney Park Field Trip Presentations Multiple in March 2024
- Marshall High School/Chamber of Commerce Tour April 18, 2024
- Drug Take Back Walgreens April 27, 2024
- Touch a Truck April 21, 2024
- Central Baptist OWL Group Presentation June 10, 2024
- Waskom Travel Center DWI Presentation June 28, 2024

- Girls Night Out Bike Patrol July 15, 2024
- Galilee Baptist Church Presentation July 20, 2024
- Workforce Job Fair August 20, 2024
- Job Fair at the Civic Center August 29, 2024
- Citizen's Police Academy September 3, - October 15, 2024
- Marshall High School Criminal Justice Class September 5, every other Thursday
- George Washington Carver Group Presentation September 19, 2024
- Miles of Smiles Daycare Tour of PD September 24, 2024
- First Methodist Daycare Presentation September 30, 2024
- National Night Out Civic Center October 1, 2024
- Fire Ant Festival Bike Patrol October 12, 2024
- Newtown Neighborhood Clean Up October 19, 2024
- Soapbox Derby Downtown October 19, 2024
- Drug Take Back Walgreens October 26, 2024
- Trunk or Treat Downtown October 26, 2024
- Home School Group Tour of PD November 13, 2024
- Little Angels Daycare Presentation November 20, 2024
- Shop with a Cop December 7, 2024

3. Re-Accreditation

In August 2024, the Marshall Police Department was successfully re-accredited by the Texas Police Chiefs Association (TPCA). This voluntary accreditation process affirms MPD's commitment to excellence, professionalism, and adherence to best practices in Texas law enforcement.

The TPCA Accreditation Program is a rigorous review process that evaluates over 170 best practice standards. These standards cover use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and more. Accredited agencies must demonstrate ongoing compliance through regular reviews and updates.

Only about 8% of the 2,500 state and local law enforcement agencies in Texas have achieved this accreditation, marking MPD as one of the top agencies in the state committed to professional policing standards and continuous improvement.

4. Challenges Going Forward

Salary & Retention

- **Recruitment & Retention Strategies:**
 - **Implemented lateral pay hiring** to attract experienced officers.
 - **Increasing longevity pay** to incentivize long-term service.

- **Step pay increases** to reward tenure and experience.
- **Recruitment successes:**
 - Hired **13 new officers**, including **4 experienced lateral hires**.
 - Hired **1 Animal Services Manager, 3 Animal Control Officers, and 2 Dispatchers**.
 - Transitioned an administrative position to a **Property Clerk and Civilian Crime Scene Investigator** to realign services.
- **Recognizing hidden costs of turnover:**
 - Increased **training expenses** for new recruits.
 - **Loss of institutional knowledge** and community relationships.
 - Reduced operational efficiency and increased workload for remaining staff.
- **Technology:**
As technology rapidly evolves, it is critical for MPD to maintain current systems to ensure public safety and operational effectiveness. Modern tools and updated systems enhance our ability to respond to emergencies, investigate crimes efficiently, and engage transparently with the community. Investments in new software, hardware, and analytical tools will help keep the department agile and responsive.

5. Racial Profiling Compliance

- **MPD remains fully compliant with the Sandra Bland Act.**

6. Joint Harrison County Violent Crime & Narcotics Task Force

In 2024, MPD added one FBI and one ATF Task Force Officer (TFO) to expand our federal partnerships. The Task Force played a key role in investigating and adjudicating numerous drug-related offenses, violent crimes, and cold case reviews. Officers collaborated with local, state, and federal partners on a major OCDETF investigation that dismantled a meth trafficking organization operating in Marshall. Notable prosecutions included Damien Redd (Life in Prison) for the Decker Place shooting and Andrek Williams (55 Years) for the murder of Jerrold Maze Jr. The Task Force also apprehended a serial rapist from the Dallas area, seized two Glock switches, and executed approximately 20 search warrants throughout the year.

7. Short-Term Goals

- **Continue advocating for salary adjustments** to retain officers.
 - **Enhance officer wellness programs** to reduce burnout and improve retention.
 - **Expand drone use** for real-time tactical response and evidence collection.
 - **Increase training on de-escalation and crisis response.**
 - **Complete the Active Shooter Training (ALERT Level 1 Training)** for all Police Officers.
 - **Invest in cutting-edge technology.**
 - **Enhance oversight** and supervision of the Criminal Investigation Division and upgrade CID processes.
 - **Strategic surge** of resources to address crime trends.
-

8. Long-Term Goals

- **Develop career progression plans** to encourage retention.
 - **Invest in additional cutting-edge policing technology.**
 - **Strengthen partnerships with community leaders and organizations** to enhance public trust.
 - **Expand recruitment initiatives** to attract top-tier candidates to MPD.
 - **Enhance training facilities** through the Capital Improvement Plan (CIP).
 - **Maintain investment in additional cutting-edge technology** as both a short and long-term priority.
 - **Focus on continuous training enhancements** to improve service delivery.
-

9. Questions & Discussion

Thank you for your time and continued support.

Marshall Police Department 2024 Racial Profiling Report

1. Introduction

The Marshall Police Department (MPD) remains committed to **fair, unbiased, and professional policing practices**. Our department strictly prohibits racial profiling and adheres to all requirements set forth by the **Texas Racial Profiling Law** and the **Sandra Bland Act**. This report provides an overview of MPD's compliance, statistical data on motor vehicle stops, and our continued commitment to transparency and accountability.

2. The Sandra Bland Act

The **Sandra Bland Act**, enacted in 2017, aims to **increase transparency, accountability, and public trust in law enforcement**. The law mandates that all law enforcement agencies in Texas:

- Prohibit racial profiling.
- Collect and report detailed data on motor vehicle stops.
- Provide a clear process for individuals to file racial profiling complaints.
- Implement officer training on de-escalation and bias reduction.
- Ensure mental health and crisis intervention training for officers.

MPD has fully implemented all **mandated policies and procedures** to ensure compliance with the Sandra Bland Act.

3. Compliance with Racial Profiling Laws

MPD meets or exceeds all requirements under the **Texas Racial Profiling Law** and the **Sandra Bland Act**, ensuring transparency and accountability in policing practices.

Racial Profiling Compliance Checklist

✓ **Adoption of a Written Racial Profiling Policy** – MPD has a formal policy strictly prohibiting racial profiling and defining acts that constitute racial profiling. ✓ **Complaint Process for Allegations of Racial Profiling** – MPD has a **clear and accessible complaint process**, ensuring that any concerns can be reported and investigated. ✓ **Public Education on the Complaint Process** – The public is informed of their rights regarding racial profiling complaints through community outreach and online resources. ✓ **Corrective Action for Violations** – Any officer found in violation of racial profiling policies is subject to disciplinary action per department policy. ✓ **Collection & Reporting of Motor Vehicle Stop Data** – MPD collects **detailed stop data**, including

race/ethnicity of individuals stopped, search occurrences, and arrest outcomes.  **Submission of Annual Racial Profiling Report** – MPD submits a **comprehensive annual report** to the **Texas Commission on Law Enforcement (TCOLE)** and the **Marshall City Council** as required by law.

4. 2024 Racial Profiling Data

Total Motor Vehicle Stops: 1,778

- **Race/Ethnicity Known Before Stop?**
 - Yes: **206 stops**
 - No: **1,572 stops**
 - **Searches Conducted: 31 Total**
 - Consent Searches: **7**
 - Probable Cause Searches: **24**
 - Contraband Discovered: **17 cases**
 - **Arrests Based on Stops: 7 Total**
 - Outstanding Warrants: **4**
 - Penal Code Violations: **2**
 - Traffic Law Violation: **1**
 - **Use of Force Resulting in Bodily Injury: 1 case** (Reviewed & Justified)
-

5. MPD's Commitment to Fair & Impartial Policing

MPD takes pride in its commitment to **bias-free policing** and has maintained a **consistent record of zero allegations of racial profiling** in recent years.

- **No formal complaints of racial profiling** have been filed against MPD in **several years**.
 - MPD conducts **quarterly reviews of racial profiling data** to ensure compliance and transparency.
 - Officers undergo **annual training on bias prevention, de-escalation, and cultural awareness**.
 - The department continues to engage in **community outreach programs** to strengthen trust between law enforcement and residents.
-

6. Conclusion

MPD remains **100% compliant** with the **Sandra Bland Act and Texas Racial Profiling Laws**. Our department maintains a **zero-tolerance policy for racial profiling**, ensures

all officers receive regular training, and conducts audits to uphold **accountability and public trust**. We will continue to enhance our **transparency, training, and data collection** efforts to ensure **fair and impartial policing for all citizens of Marshall**.

Submitted to: Texas Commission on Law Enforcement (TCOLE) & Marshall City Council

