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

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

PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING

September 11, 2025
6:00 PM

1. **Call to Order and Roll Call**
2. **Invocation and Pledges**
3. **Moment of Silence - 9/11 Remembrance**
4. **Presentations & Proclamations**
   A. Presentation of the Employee of the Month - September. (Employee Engagement Committee)
5. **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.
6. **Items to be Withdrawn From Consent Agenda**
7. **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 participation in National Opioid Settlement with PURDUE PHARMA L.P. & SACKLER FAMILY. (City Attorney)
8. **Consideration of Items Withdrawn From the Consent Agenda**
9. **Public Hearing & Ordinance**
   A. Conduct Public Hearing on the Proposed Budget for Fiscal Year 2026. (City Manager and Interim Budget Manager)
   B. Conduct a public hearing on the proposed tax rate of $0.5815183 per $100 valuation in support of the 2026 Annual Budget of the City of Marshall. (Asst. City Manager)

C. **O-25-23** Conduct a public hearing and consider approval of an ordinance regarding a rezoning request for 1801 University Ave from R-2 (Single Family Detached) to R-6 (Duplex Triplex Quadraplex) **(P&Z Item ZBA-25-04)**. (Development Services)

10. Ordinance

A. **O-25-24** Consider approval of an ordinance amending Chapter 4 of the Code of Ordinances entitled "Animals and Fowl" Subsections 4-19 and 4-22. (Police)

B. **O-25-25** Consider approval of an ordinance amending the FY25 Annual Budget. (Finance)

C. **O-25-26** Consider approval of an ordinance for Solid Waste\Recycling Collection Services, including a five-year solid waste collection contract amendment with Republic Services, including the annual rate adjustment methodology and the increased community donations effective January 1, 2026. (City Manager)

D. **O-25-27** Consider approval of an Ordinance to adopt new water and wastewater rates as part of the Water and WasteWater 5 Year CIP Plan. (Interim Budget Manager)

11. Resolution

A. **R-25-15** Consider approval of a resolution authorizing the Parks & Recreation Department to receive grant funding under the 2025 Project Muni Grant Program administered by the Texas Golf Association. (Parks & Recreation)

12. Action Items for City Council Consideration

A. Consider approval to terminate the contract with Harris for the ERP system and direct Staff to secure current software services through 12-31-26, if action is required. (Support Services)

B. Consider approval to award a bid for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed $61,136. (Facilities)

13. Discussion and Reports for City Council Consideration and Direction

A. Reconsideration, and Action if appropriate, on the Texas Water Development Board Loan for Lead Service Line Removal. (Public Works)

14. 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: Lawsuit filed by Garnett Johnson against the City of Marshall.

15. Adjournment

Posted: September 5, 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.

TAXPAYER IMPACT STATEMENT
FOR THE CITY OF MARSHALL

Pursuant to §551.043 Texas Government Code

PROPOSED TAX RATE	$0.58151830 per $100
NO-NEW-REVENUE TAX RATE	$0.53189530 per $100
VOTER-APPROVAL TAX RATE	$0.58151830 per $100
2025 MEDIAN* TAXABLE HOMESTEAD VALUE	$113,080
2025 EST OF TAX ON MEDIAN HOMESTEAD @ PROPOSED RATE	$657.58
2025 EST OF TAX ON MEDIAN HOMESTEAD @ NO-NEW-REVENUE RATE	$601.47

The Texas Legislature has amended §551.043 of the Texas Government Code to require a Taxpayer Impact Statement to be included with a governing body's notice of meeting to adopt budgets and tax rate.

The tax rate proposed this year by the City Council of the CITY OF MARSHALL is $0.58151830/ $100 of value.
The median taxable value of a homesteaded property in the CITY OF MARSHALL for 2025 is $113,080.
The proposed tax rate would result in an estimated tax on the median homestead of $657.58.

If the City Council of the CITY OF MARSHALL adopted a tax rate equal to this year's no-new-revenue rate of $0.53189530/ $100 of value, the tax on the median homestead property for 2025 would be $601.47.

**The Texas Legislature has required the use of the median homestead value for this statement. The median taxable value will differ from the average taxable value contained in other statutory tax transparency notices.*

TO:	City Council
DATE:	September 11, 2025
ITEM #:	4.A
SUBJECT:	Presentation of the Employee of the Month - September. (Employee Engagement Committee)

Recommendation for Action:

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

Focus Area(s): Investing in our Workforce, Improving Customer Service, Improving Communication.

Budget Cost:

Staff Contact:

Attachments: None

City of MARSHALL TEXAS

TO:	City Council
DATE:	September 11, 2025
ITEM #:	7.A
SUBJECT:	Consider approval of participation in National Opioid Settlement with PURDUE PHARMA L.P. & SACKLER FAMILY. (City Attorney)

Recommendation for Action:

Executive Summary:

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

Budget Cost:

Staff Contact:

Attachments:
1. national_opioid_settlement_notice_settlement_overview
2. Opioid Settlement Purdue

National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: CL-1750102

TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around $900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

Review and complete

Finish

Docusign Envelope ID: 819FB8BA-6724-4404-AB35-4DC0F37D2428

Start

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marshall city, TX
Reference Number: CL-1750102

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

State_Cover_Letter_-_Texas.pdf 1 of 3

Docusign Envelope ID: 819FB8BA-6724-4404-AB35-4DC0F37D2428

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at https://www.texasattorneygeneral.gov/globalopioidsettlement for information.

100%

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	TO:	City Council
	DATE:	September 11, 2025
	ITEM #:	9.A
	SUBJECT:	Conduct Public Hearing on the Proposed Budget for Fiscal Year 2026. (City Manager and Interim Budget Manager)

Recommendation for Action: Conduct the first of two Public Hearings Regarding the proposed FY26 Budget

Executive Summary: The City Council approved a Resolution at the August 28th Regular Meeting, establishing two Public Hearings as part of the public input for the budget adoption process. This is the first scheduled Public Hearing. The City has posted the overview of the FY26 Budget which includes the Council's directed areas of focus and supporting implementation information.

As a matter of process, the proposed FY26 Budget is just that — proposed. As noted during the budget presentation on August 18th, there is no reduction in services or service delivery in the proposed FY26 Budget. The development of all the departmental budgets reflects this direction, and we built a budget that supports the City Council's Vision, Mission Statement and Focus Areas. The FY26 Budget will be finalized with Council decisions on the approved 1) Solid Waste / Recycling Rates, 2) Water / Sewer Rates, 3) Tax Rate and 4) determination of employee compensation over the next few weeks. The FY26 Budget will, in all likelihood, need to be amended as it will be a challenge to finalize the agreement on contributions to the Firefighters Pension as well as the time necessary for the membership to complete the voting process prior to September 25th. As such, I am including some limited flexibility to fund the agreed-upon contributions by the City.

Attachments Fiscal Year 2026 City Manager Budget Overview Presentation

Focus Area(s): The Proposed FY26 Budget supports all the Focus Areas identified by Council, including Improving Infrastructure, Improving Community Appearance, Investing in our Workforce, Improving Customer Service, and Improving Communication.

Budget Cost: N/A

Staff Contact: Melissa Byrne Vossmer, City Manager
Julie Richards, Interim Budget Manager

Attachments: None

CITY MANAGER'S OFFICE

City Manager's Budget Message

August 18, 2025

To the Honorable Mayor and Members of the City Council:

In accordance with the Texas Local Government Code, and pursuant to the requirements set forth in the City Charter, I respectfully submit to you the FY2026 (FY26) Proposed Budget for your consideration. The proposed budget has been developed over the last several months, and it is designed to first and foremost brings focus and action to those areas the Council has determined are priorities in the coming fiscal year. The "Focus Areas" provided direction to Staff and included specific activities, projects and services. The proposed FY2026 Budget begins to address those of the highest priority as resources allowed.

Focus Areas

In the Proposed FY26 Budget, we have responded to the City Council's identified focus area as follows:

Improve all Infrastructure.

- Establish strategic plans for infrastructure, facilities and equipment. *
- Development of a FY26 5-Year CIP
- Technology Road Map*
- City Facility Road Map for HVAC*
- Fire Stations Relocation Road Map*
- Fire Equipment Replacement Plan*
- Continued Parks Improvements*
- Water / Wastewater 5-Year CIP
- Investment in Local Roads*

  *Projects included in the FY26, 5-Year CIP

Invest in our Workforce

- COLA for all Employees
- Bi-Lingual Pay for direct customer service employees
- On-Call Pay for positions required to be available after hours
- Certification Pay – Heavy Equipment Operator
- No proposed changes to benefits
- Increased the City's overall Training budget in Human Resources
- Fully developed Employee Training Room
- Increased departmental budgets for travel and training

Improve Communications with the Community

- Communications & Community Relations Director with existing resources
- Community Survey
- Outreach
- Consistent and Timely Messages
- Continued Revisions to City's Webpage(s) / Coordination of all City Facebook Pages
- Proactive Messaging
- Support as needed for Town Hall Meetings
- Training for departmental personnel

Improve Communication with and among our Employees

- Every employee has a City email address.
- Automatic Notices to all Employee's email for Employee Handbook updates
- Newly formatted Employee Monthly Newsletter
- Employee Customer Service Committee will continue to provide input into the review and development of the proposed 311 Hybrid System
- Continued and consistent outreach to all Departments
- Scheduled visits to employees in their workplace
- Continued Employee Appreciation programs

Improve Customer Service

- Employee Committee recommendation to research and implementation of a Hybrid 311 System
- Expanded opportunities for Customer Service Training
- Research and implementation of a "Request for Service" Software Management System, Including On-Line Reporting
- Bi-Lingual Pay for front line customer service employees

Improve Community Appearance

- Planned utilization of existing employees to Work in City ROW's
- Continue the Illegal Dump Site Clean-Up Program / Actively Solicit Funds to Support the Program
- Purchase of a new Streetsweeper for continuous roadway cleaning
- Development of a Policy and identification of roles for the demolition of substandard, unsafe buildings
- Strategic code enforcement around the university campuses, business corridors and thoroughfares & collector streets
- Actively work to develop a program to divest of City property that is not sufficient for development purposes

The Council priorities have served as the driving roadmap for the creation of the budget for FY26.

Budget Priorities

After the Council priorities, the emphasis for this year's budget process has been focused on cost containment, organizational efficiency, right sizing budgetary capacity within departments to mirror operational needs, employee compensation, and a year of thoughtful planning and strategic efforts! With limited resources, it underscores the importance of developing road maps in order to efficiently and effectively utilize allocated resources. Most notably, the budget has been crafted in accordance with the following initiatives:

Cost Containment: The budget also encompasses the organizational changes implemented by the City Manager's Office in FY25. These changes have collectively improved the organization's responsiveness to issues, and it has also negated the need to add other resources as no new positions are included in the proposed budget. Further, we have worked with the entire staff to improve our processes, procedures, and overall work flow. Over the coming year, we will continue to look at our organization critically to maximize our value to the community and address known shortfalls. We still have much to do.

Compensation Adjustments: Investing in our valued staff at Marshall continues to be a priority. I have proposed a salary adjustment of 3% for all employees. For each percentage increase, our cost is approximately $135K. The cost of this 3% adjustment is approximately $405K, all funds, in the coming fiscal year.

In addition, as another example of investing in our employees, new types of compensation opportunities have been included for those employees that meet the program guidelines. These include: Bi-Lingual Pay for front line customer service positions, On-Call Pay and Certification Pay for Equipment Operators.

Police Department: Significant budgetary allotments have been made to assist the Police Department in being equipped to respond to community needs effectively. Specifically, $12,500 has been allocated to invest in 2 new DSL cameras for the Crime Scene Unit. Also, conference and training has been made a priority with the hiring of a full patrol staff to meet requirements.   Funding for new SWAT gear and replacement of protective equipment for Officers is included. The Police Department also has several projects included in the 5-Year FY26 CIP.

Fire Department Emergency Medical: The proposed budget includes $108k in annual funding for Fire ambulances out of the ESD budget that thanks to Council, will be online in roughly 9 months from July 2025. Monies for a contract increase for the medical director was funded as was initiating the process to replace self-contained breathing apparatus or SBC. The 5-Year FY26 CIP includes a number of recommended projects in support of the Fire Department mission.

Streets Program: The FY26 Street Program will be a different program. This is the result of a better understanding of the need to carefully consider pavement treatment options with the knowledge that one type of treatment is not the best use of limited resources and should be dependent on the condition of the street. We are working on the incorporation of striping and signage (where applicable) as part of these costs. In addition, for the first time in a long time, the 5-Year CIP includes a contribution to the Street Program of $600K per year.

Technology: The City is currently working to secure a consultant to assess current systems and work with us to develop a strategic road map (plan) to improve the City's technology. Funds to initiate the strategic road map are available in the FY25 budget. The FY26 proposed CIP includes $400,000 to begin the implementation of this plan. The request to develop a Council Committee for IT will help this process tremendously and we are ready to move forward.

Budget Summary

The overall FY26 Proposed Budget for all funds is $50,939,330. and includes 254 in Full Time Equivalent (FTE) positions. A comprehensive summary of the budget is attached in the accompanying Budget Overview section of this document. The key elements of the budget include the following:

The 2025 total proposed tax rate is $0.581518 / per $100 of assessed valuation which is 0.002439 / per $100 assessed value higher than the 2024 tax rate. Of this amount, $7.28M is provided for maintenance and operations and $1.38M is provided for debt service. The proposed increase does not exceed the threshold of requiring voter approval.

The total proposed revenue for sales tax remains relatively flat. Very little sales tax growth is projected in the budget. No adjustment to the sales tax percentage coming to the City can be made without changing the funding formula. Given the need for additional revenue for the City's annual Streets Program as well as general operations, it is hoped a dialogue will be initiated in the near future on this issue.

Fee Evaluations: The City's Fee Schedule Ordinance will be brought forward to the City Council and includes proposed increases in Solid Waste, Water / Waste Water rates and other assorted increases for such activities as golf course green fees. Increases to golf fees are proposed given the investment already made in the current fiscal year. The FY26 CIP includes continuing the investment in our golf facilities. This will be brought forward once direction is received on revenues during the budget process and we finish some evaluation of rates such as the Convenience Center dumping rates which is also being evaluated.

Water and Wastewater Fund: The Fund and associated revenues / expenditures has initially been presented as a separate item due to the needs of the fund and the recommendations of the water / waste water rate structure. The City Council is very aware of the needs for capital projects in water treatment and distribution as well as wastewater treatment and collections.

The lowest rates presented include $28M+ in capital projects that are considered absolutely essential to meet identified improvements, assure the development of needed system redundancy, address known violations and plan for the future. These projects will move the City forward but much more needs to be addressed. There is a second tier of capital projects included for information purposes. Including these projects for funding will necessitate a larger increase to water / waste water rates. The Fund also includes an increase in funding for annual, normal maintenance which has not been sufficiently funded in the past.

The FY26 Proposed Budget has been developed in the context of a five-year financial plan. The purpose of this approach is to ensure that decisions made today are financially sustainable in the future. There are some reductions in fund balance that are proposed, but these are only for one-time purposes as detailed in the budget overview.

I sincerely thank the members of the City Council for their hard work and dedication to the citizens of Marshall. The input of the City Council throughout the current fiscal year has been invaluable in the preparation of the FY26 Proposed Budget. I also appreciate all of the feedback, analysis, and hard work of the Directors for all of their assistance in preparing the recommended budget – with a new process it was a learning year for everyone. It goes without saying the Interim Finance Director and Interim Budget Manager were critical to this process and I am very appreciative of the work it has taken to get us to the submittal stage – though, much of the work is just beginning.

With continued investments in our organization, infrastructure, and community, I am confident that this budget will position the City of Marshall to be successful in the future fiscal year and set strategic plans in place to be successful for future years to come as well. With your continued support, and the commitment by our staff, we will ensure quality services are delivered to our community.

Best regards,

Melissa Byrne Vossmer
City Manager

FISCAL YEAR 2026 CITY MANAGER BUDGET

City Manager

Melissa Byrne Vossmer

OVERVIEW

ROAD MAP	
1	Marshall’s Mission, Vision, and Values
2	Organizational Restructuring
3	Council Work Sessions
4	Executive Summary
5	Budget Overview

MISSION

The City of Marshall is dedicated to providing high-quality services and preserving Marshall as a superior place in which to live, work, and thrive.

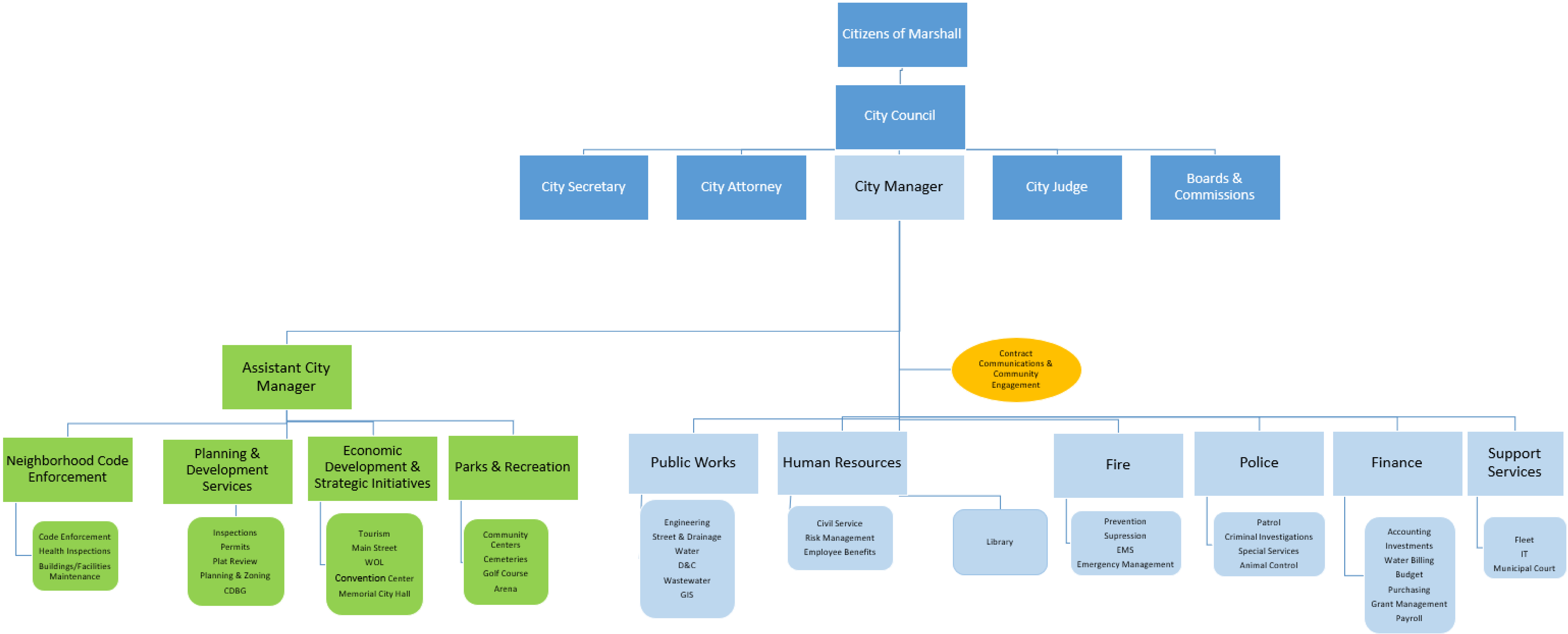
VISION

The City of Marshall is a safe, well-maintained, responsive, innovative,and financially sound community that celebrates families, businesses, and an exceptional quality of life.

CORE VALUES

CUSTOMER SERVICE
EXCELLENCE
HONESTY
INNOVATION
EFFICIENCY

ORGANIZATIONAL STRUCTURE



COUNCIL WORK SESSIONS

March 11, 2025
and
April 28, 2025

FOCUS AREAS

- Improve all Infrastructure
- Invest in our Workforce
- Improve Communications with the Community
- Improve Communications with and among City Employees
- Improve Customer Service
- Improve Community Appearance

IMPROVE ALL INFRASTRUCTURE

CRITICAL DEPARTMENTS:

FIRE

INFORMATION TECHNOLOGY

PUBLIC WORKS

FACILITIES

FINANCE

ESTABLISH STRATEGIC PLANS FOR INFRASTRUCTURE, FACILITIES, AND EQUIPMENT

DEVELOPMENT OF FY26 5-YEAR CIP

CONTINUED PARK IMPROVEMENTS

ROAD MAPS AND REPLACEMENT CYCLE EVALUATION FOR INFORMATION TECHNOLOGY

FIRE STATIONS RELOCATION ROAD MAP AND
FIRE EQUIPMENT REPLACEMENT PLAN

WATER & WASTE WATER 5 YEAR CIP

INVESTMENT IN LOCAL ROADS

INVEST IN OUR WORKFORCE

CRITICAL DEPARTMENTS:
HUMAN RESOURCES
CITYWIDE INITIATIVES

COLA FOR ALL EMPLOYEES

WORK INCENTIVE PAY:
BI-LINGUAL PAY
ON CALL PAY
CERTIFICATION PAY

BENEFIT PACKAGES STAY COMPETITIVE

INCREASED CITY TRAINING BUDGET IN HUMAN RESOURCES FOR CITYWIDE TRAINING EFFORTS

FULLY DEVELOPED EMPLOYEE TRAINING ROOM

TRAINING BUDGETS INCREASED WITHIN DEPARTMENTS

IMPROVE COMMUNICATIONS WITH THE COMMUNITY

CRITICAL DEPARTMENTS:
CITY MANAGER'S OFFICE
HUMAN RESOURCES

COMMUNICATIONS & COMMUNITY RELATIONS DIRECTOR

COMMUNITY SURVEY

OUTREACH

CITY WEBPAGE REVISIONS AND COORDINATION OF ALL SOCIAL MEDIA OUTLETS

CONSISTENT AND TIMELY MESSAGES

SUPPORT FOR TOWN HALL MEETINGS

TRAINING FOR DEPARTMENT PERSONNEL

IMPROVE COMMUNICATIONS WITH EMPLOYEES

CRITICAL DEPARTMENTS:
CITY MANAGER'S OFFICE
HUMAN RESOURCES
CITYWIDE INVESTMENT
EMPLOYEE COMMITTEES

CITYWIDE CITY EMAIL ACCESS

NOTICES TO ALL EMPLOYEES FOR EMPLOYEE HANDBOOK UPDATES

INTERNAL EMPLOYEE MONTHLY NEWSLETTER

EMPLOYEEE CUSTOMER SERVICE COMMITTEE INPUT IN 311 HYBRID SYSTEM

SCHEDULED VISITS TO EMPLOYEES IN THEIR WORKPLACE

INVESTMENT IN EMPLOYEE APPRECIATION PROGRAMS

IMPROVE CUSTOMER SERVICE

CRITICAL DEPARTMENTS:
CITY MANAGER'S OFFICE
HUMAN RESOURCES
INFORMATION TECHNOLOGY
PUBLIC WORKS
EMPLOYEE COMMITTEE

EMPLOYEE COMMITTEE IMPLEMENTATION OF HYBRID 311 SYSTEM

EXPAND OPPORTUNITIES FOR TRAINING IN CUSTOMER SERVICE

IMPLEMENTATION OF A "REQUEST FOR SERVICE" SOFTWARE MANAGEMENT SYSTEM

INCENTIVE PAY BI-LINGUAL PAY TO FRONT LINE CUSTOMER SERVICE EMPLOYEES

IMPROVE COMMUNITY APPEARANCE

CRITICAL DEPARTMENTS:
PUBLIC WORKS
CODE ENFORCEMENT
FINANCE
HUMAN RESOURCES
ECONOMIC DEVELOPMENT & STRATEGIC INITIATIVES

UTILIZING STAFF TO WORK IN CITY ROW'S

SOLICIT FUNDS TO INVEST IN THE ILLEGAL DUMP SITE CLEAN UP PROGRAM

CREATE A PROGRAM TO DIVEST OF CITY PROPERTY THAT IS NOT SUFFICIENT FOR DEVELOPMENT

POLICY DEVELOPMENT FOR THE DEMOLITION OF SUBSTANDARD AND UNSAFE BUILDINGS
&
IMPLEMENTATION

STRATEGIC CODE ENFORCEMENT AROUND THE UNIVERSITY CAMPUSES, BUSINESS CORRIDORS AND THOROUGHFARES & COLLECTOR STREETS

PURCHASE OF A NEW STREETSWEEPER FOR CONTINUOUS ROADWAY CLEANING

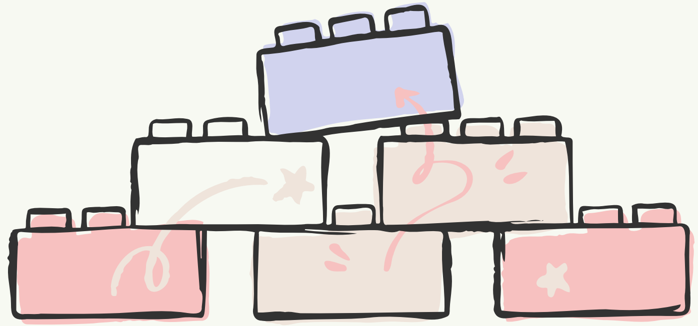
EXECUTIVE SUMMARY

Council Priorities	FOCUS AREAS
Right Sizing Operational Budgets with Same Standard of Service Delivery- Maximizing Opportunities within Budget	NO REDUCTION IN SERVICE DELIVERY!!!!!
Year of Strategic Road Maps and Planning	FIRE CITY FACILITIES INFORMATION TECHNOLOGY
Year 1 of a 3 Year Process	
Many New Initiatives and Projects to Address	CAPITAL IMPROVEMENT PROJECTS
Conservative Fiscal Planning for Future Fiscal Cycles	Sustainability Unknown Impact to Future Revenues

BUDGET OVERVIEW

GENERAL FUND	***$26,381,951***
WATER & WASTE WATER UTILITY	***$12,900,593***
OTHER FUNDS	***$11,656,786***
TOTAL FY26 ANNUAL FISCAL BUDGET	***$50,939,330***

NEXT STEPS



DISCUSSION
FEEDBACK
MODIFICATION OF PROPOSED BUDGET

PUBLIC HEARINGS SCHEDULED SEPTEMBER 11 AND 25TH

APPROVE BUDGET

QUESTIONS?


Manager Training Essentials
Agenda
Why are we here?
Manager Training Journey

	TO:	City Council
	DATE:	September 11, 2025
	ITEM #:	9.B
	SUBJECT:	Public Hearing on the 2025 proposed tax rate of $0.5815183 per $100 of valuation in support of the Fiscal Year 2026 Budget. (Asst. City Manager)

Recommendation for Action: Following public hearing, continue discussion on the proposed tax rate of $0.5815183 per $100 valuation in support of the FY2026 budget.

Executive Summary: In support of the FY2026 Annual Budget, staff is proposing a tax rate of $0.5815183 per $100 valuation for Tax Year 2025. This rate exceeds the lower of the no-new-revenue or voter-approval tax rate, and state law requires that a public hearing be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.5815180 per $100
PRECEDING YEAR'S TAX RATE	$0.5790790 per $100
NO-NEW-REVENUE TAX RATE	$0.5318950 per $100
VOTER-APPROVAL TAX RATE	$0.5815183 per $100

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

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

The public is urged to attend and express views on the proposed tax rate. A second public hearing and adoption of the 2025 tax rate is scheduled on Thursday, September 25, 2025.

On August 28, 2025, City Council approved Resolution No. R-25-14 announcing the proposed tax rate of $0.5815183 per $100 valuation and scheduling the subject public hearings.

Budget Cost: N/A

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

Attachments: None.

TO:	City Council
DATE:	September 11, 2025
ITEM #:	9.C
SUBJECT:	**O-25-23** Conduct a public hearing and consider approval of an ordinance regarding a rezoning request for 1801 University Ave from R-2 (Single Family Detached) to R-6 (Duplex Triplex Quadraplex) **(P&Z Item ZBA-25-04)**. (Development Services)

Recommendation for Action: Following the public hearing, consider approval of an ordinance regarding a rezoning request for 1801 University Ave from R-2 (Single Family Detached) to R-6 (Duplex Triplex Quadraplex) as recommended by the Planning & Zoning Commission.

Executive Summary: On July 14, 2025, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding a rezoning request of a 1.374+/- acre tract of land from R2 (Single Family Detached) to R6 (Duplex, Triplex, Quadplex), located at 1801 University Ave. (R31462.) Following the public hearing and discussion, a motion was made to recommend of the rezoning request to City Council for approval. The motion was seconded and passed by a vote of 4:1.

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

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

Budget Cost:

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

Attachments:

1. ZBA-25-04_1801UniversityAve_Rezone (P&Z Packet))
2. ZBA-25-04-1801 University Protest Letter Responses
3. ORD-O-25-17-1801 University (ZBA-25-04)

P&Z Agenda Information Sheet

July 14, 2025

A. **<u>Agenda Item ZBA-25-04</u>-**Conduct a public hearing to consider and make a recommendation to the City Planning and Zoning Commission regarding a rezoning request of a 1.374 acre tract of land from R2 (Single Family Detached) to R6 (Duplex, Triplex, Quadplex). Located at 1801University Ave. (R31462.)

Applicant:	Epic Royalty Inc. 2309 GILMER RD STE 101 LONGVIEW, TX 75604
Property Owner	Same as above
Surrounding Property Notices	42 Notices Sent within 200 ft. of the Site 3 Responses (2 For, 1 Against)
Location Map:	

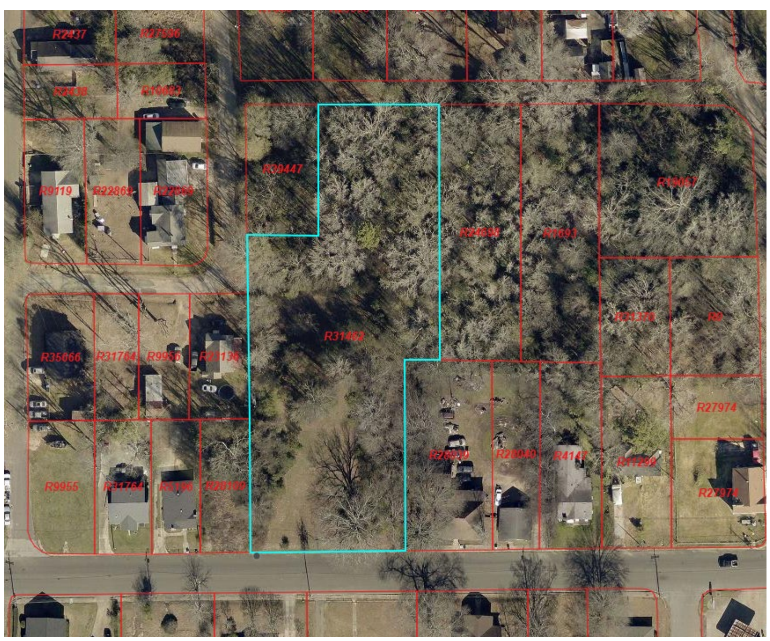


Figure 1: ZBA-25-04

Background & Summary of Request:

The applicant is requesting the zoning be changed from R2 (Single Family Detached) to R6 (Duplex, Triplex, Quadplex). The Applicant is proposing to construct a quadplex on the property which would provide for additional housing in the area near Wiley University.

Picture of the Site:

Figure 2: Looking North on University Ave

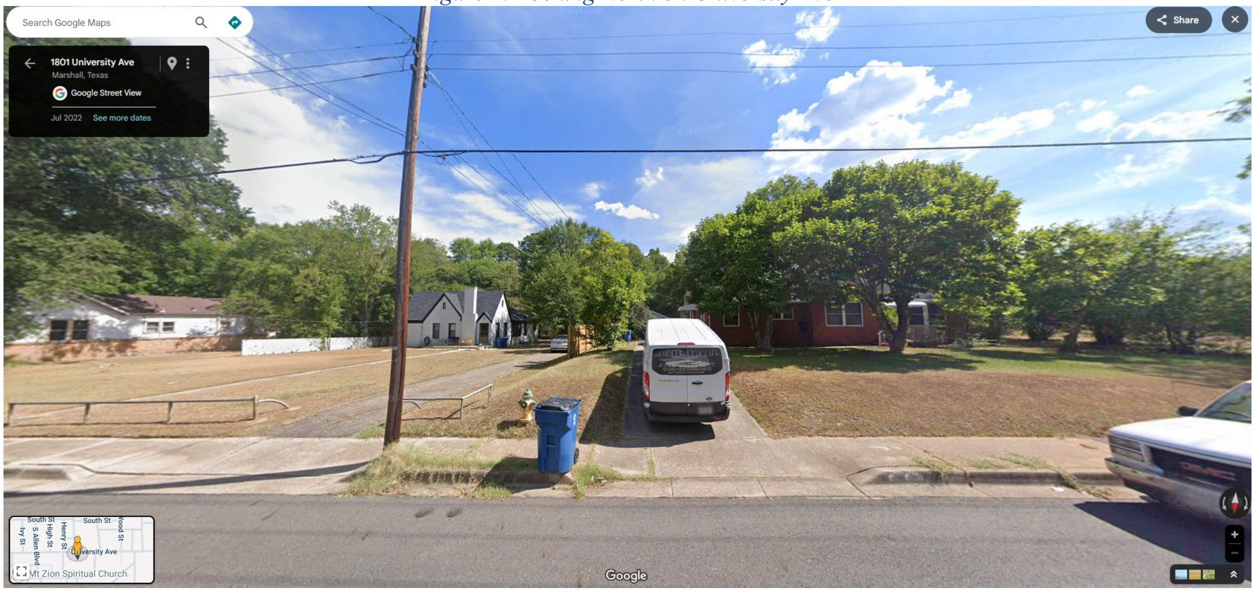


Figure 3: Looking South on University Ave

Existing Conditions:

The property is currently vacant and wooded, and relatively flat with a gentle slope to the south.

The table below outlines the surrounding zoning and land uses:

	Zoning Classification	Land Use
North of the Property	R2 (Single Family Detached)	Single Family Homes with some Duplexes

East of the Property	R2 (Single Family Detached)	Single Family Homes with some Duplexes and Wiley University
South of the Property	R2 (Single Family Detached)	Single Family Homes
West of the Property	R2 (Single Family Detached)	Single Family Homes

Water service is available along the frontage of the site by an existing 8" water main along the right-of-way of University Ave. There is an existing 6" sewer main located on the north side University Ave.

<u>Zoning Classification Analysis:</u>

The applicant is requesting a zoning change from R2 (Single Family Detached) to R6 (Duplexes, Triplexes, Quadplexes). The applicant has indicated on their application that the proposed lot will be developed with a quadplex housing type along with adequate off-street parking.

<u>Comprehensive Plan and Future Land Use Map Analysis:</u>

The Future Land Use map identifies this property as Agriculture and Estate along with future residential properties.

The following questions should be answered when determining if a zoning change is appropriate:

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan?

   The request of R6 (Duplexes, Triplexes, Quadplexes) will be consistent with the Comprehensive Plan since there are other existing housing types in this area and will support student and faculty housing for Wiley University.

2. Will there be an adverse impact on surrounding property if the request is approved? In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property.

   The surrounding property is currently zoned R2 with a mix of housing types including some preexisting legal nonconforming duplexes This requested change would not be a significant change in zoning as there are other residential housing types in the immediate area.

3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities.

   As already stated, the property is currently surrounded by residential housing so changing the zoning would be a consistent use of the zoning district. It is anticipated that there will be additional rezoning request within some of the R2 zones to accommodate duplexes, triplexes and quadplexes as that type of housing stock has become very popular in the area.

4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? Will surrounding property owners suffer or lose any enjoyment in the area of their property as a result of this change? Does the proposed change seem to be a logical extension of similar types of development?

Based on existing conditions the proposed change/use will not have an immediate negative effect on the community.

Suggested Motions:

1. Motion to recommend approval of case number ZBA-25-04 as requested.

CASE NUMBER/NAME: 1801 University Ave

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

Dear Commissioners:
Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY,** 7/14/25 at 6:00 p.m. and before the City Council on **THURSDAY,** 7/24/25 at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change X I am **AGAINST** this Zone Change ____

Anita Peterson
Name (Please print)

Anita Peterson
Signature

1704 South Street
Mailing Address

903-407-7811
Phone #

6-30-2025
Date

CASE NUMBER/NAME: 1801 University Ave

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

Dear Commissioners:
Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY,** 7/14/25 at 6:00 p.m. and before the City Council on **THURSDAY,** 7/24/25 at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

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

DeloRES MARion
Name (Please print)

Delores Marion
Signature

1705 South Street
Mailing Address

903-578-5880
Phone #

6-30-2025
Date

CASE NUMBER/NAME: 1801 University Ave

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

Dear Commissioners:
Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY,** 7/14/25 at 6:00 p.m. and before the City Council on **THURSDAY,** 7/24/25 at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

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

Property value will decrease, need single family dwellings.

Jeffrey L. Wilborn
Name (Please print)

Jeffrey L Wilborn
Signature

1808 University Ave Marshall, Tx 75670
Mailing Address

817-707-5476
Phone #

7/11/25
Date

ORDINANCE NO O-25-17

An Ordinance Amending Ordinance No. O-87-13 to rezone from R-2 to R-6 located at 1801 University (R31462) in Marshall, TX.

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

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

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

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

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 28th day of August, 2025 at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

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

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

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

Section 2. THAT THE ZONING MAP ESTABLISHED BY ORDINANCE NO. O-87-13 IS HEREBY AMENDED TO REZONE THAT CERTAIN LOT FROM R-2 TO R-6 LOCATED AT 1801 UNIVERSITY (R31462) IN MARSHALL, TX.

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

PASSED on the 28th day of August, 2025.

AYES: ___
NOES: ___
ABSTAINED: ___

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

ATTEST:

____
CITY SECRETARY

TO:	City Council
DATE:	September 11, 2025
ITEM #:	10.A
SUBJECT:	**O-25-24** Consider approval of an ordinance amending Chapter 4 of the Code of Ordinances entitled "Animals and Fowl" Subsections 4-19 and 4-22. (Police)

Recommendation for Action: Approve amendment.

Executive Summary: At the direction of City Council, the following amendments were made to sections 4.19 and 4.22 of the Animal and Fowl Ordinance.
See attached PowerPoint detailing the ordinance amendments.

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

Budget Cost: None

Staff Contact: Cliff Carruth-Chief of Police

Attachments:
1. 3. Draft Marshall Sterilization Ordinance
2. 2. Revised Draft Sec. 4-23.
3. MPD Ordinance PPT

Sec. 4-22. – Vaccination, microchip, spay/neuter, breeding permit.

Sec. 4-22.1 Rabies vaccination.

(a) Every owner or person harboring a dog or cat four months of age or older within the corporate 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.

(b) 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. A duly licensed veterinarian shall administer all rabies vaccinations.

(c) Upon vaccination, the veterinarian shall execute and give to the owner or person harboring the dog or cat, as evidence thereof, a certificate upon a form offered by the veterinarian. The veterinarian shall keep a duplicate copy for 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.

(6) The veterinarian's signature or signature stamp and license number.

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

Sec. 4-22.2 Microchip Required.

(a) All dogs and cats four (4) months of age or older kept, harbored, or maintained within the corporate city limits must be microchipped with current owner information.

(1) 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 in the amount to be established by resolution of the city council, in accordance with Section 1-4 of this Code.

(2) 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 thirty (30) days from the issuance of the citation or filing of the complaint, as applicable. The Municipal Court may extend that period upon a showing that the person has scheduled an appointment to have the animal microchipped.

(3) Each day during which a violation of this section continues shall constitute a separate offense.

(b) All dogs and cats will be microchipped prior to leaving the animal shelter.

(1) All impounded dogs and cats without a microchip will have a microchip inserted between its shoulder blades before being released to its owner. The owner shall pay the cost for this procedure in addition to the impoundment fees.

(2) Any dog or cat adopted from the animal shelter will have a microchip inserted between its shoulder blades and the animals's new owner shall pay the cost of this procedure.

(3) The microchip fee is not refundable.

Sec. 4-22.3 Sterilization.

Except as expressly provided in this section, all dogs and cats kept within the corporate city limits must be sterilized. Sterilization procedures must be performed by a licensed veterinarian. Owners shall retain documentation verifying the procedure.

(a) Intact Pet Permit. An animal that is the subject of a valid intact pet permit is not required to be sterilized. A separate permit must be obtained for each intact dog or cat six (6) months of age or older. Permits will be valid for one (1) year. Intact pet permits may be either medically exempt or non-medically exempt.

(1) Medically exempt. A medically exempt permit may be issued if the owner provides either a letter from a licensed veterinarian stating that sterilization would pose a health risk to the animal or veterinary medical records documenting a condition that prevents sterilization. The registration fee for medically exempt permits will be waived.

(2) Non-medically exempt. Owners of intact animals not qualifying for medical exemption must obtain a non-medically exempt permit. The fee for this permit shall be as set by resolution of the city council per animal per year.

(3) An application for either type of intact pet permit must be submitted on a form prescribed by the animal control supervisor and include:

(A) The name, phone number, and physical address of the applicant and a description of the animal including species, breed, gender, and age, with a statement affirming that the applicant understands and agrees to comply with all applicable animal care laws and ordinances.

(B) Photographic evidence (digital or printed) showing the enclosure(s) in which the intact animal will be kept.

(C) All required documentation as specified in subsection (a).

(D) Payment of any applicable fees, unless exempted.

(E) Any additional information or documentation deemed necessary by the animal control supervisor to evaluate the application.

(b) An intact pet permit—whether medically exempt or non-medically exempt—may only be issued for a dog or cat that is currently in compliance with the microchip and vaccination requirements of this section and state law, as applicable.

(c) An intact pet permit is issued for a specific animal and is valid only for the individual listed as the owner on the application. It is not transferable to another animal or person.

(d) To maintain an intact pet permit, the permit holder must notify the animal control supervisor of:

(1) Any change in address or telephone number within thirty (30) days of the change.

(2) Any change to the animal's status, including sterilization or transfer of ownership.

(3) Any newly acquired intact animals within thirty (30) days of acquisition, including the species, breed, gender, and age.

(e) The animal control supervisor shall deny or revoke an intact pet permit, whether medically exempt or non-medically exempt, if it is determined that the applicant or permit holder:

(1) Failed to submit a complete application.

(2) Failed to provide required documentation, including veterinary letters or medical records for medically exempt permits.

(3) Provided false or misleading information in connection with the application.

(4) Failed to pay any required fee, unless medically exempt.

(5) Has previously had an intact pet permit revoked.

(6) Resides at the same physical address as a person whose permit has been revoked.

(7) Failed to comply with vaccination requirements under state law or this chapter.

(8) Failed to respond within thirty (30) days to a request by the animal control supervisor to reaffirm compliance with this chapter.

(9) Violated any provision of this article or other applicable animal care laws.

(f) The owner of an animal that holds a medically exempt or non-medically exempt intact pet permit must retain documentation of the permit. This documentation must be maintained in a condition so that all dates, identifying information, and permit status are clearly legible and readily available for inspection by law enforcement or animal control officers upon request.

(g) Offenses.

(1) It is an offense for any person to own, harbor, or maintain an intact dog or cat six (6) months of age or older within the city limits without a valid intact pet permit issued under this section, unless the animal qualifies for an exception under subsection (h).

(2) It is an offense for any person to advertise for sale within the city an intact dog or cat six (6) months of age or older without including the identification number of the valid intact pet permit in the advertisement.

(3) Violations of this section are punishable by a fine as established by resolution of the city council, as provided in Section 1-4 of this Code. The municipal court may waive the fine for a first offense upon receipt of verifiable proof that the animal has been sterilized within thirty (30) days of the citation or complaint, or within an extended period if a sterilization appointment has been scheduled.

(4) Upon conviction of a second or subsequent offense, the municipal court may revoke the intact pet permit. Such revocation is final and non-refundable.

(5) Each day a violation continues shall be considered a separate offense.

(h) Fees for non-medically exempt intact pet permits shall be established by resolution of the city council and paid directly to the shelter, which shall maintain a database of all issued permits. No refund shall be issued for permit fees or application fees in cases of denial or revocation. Fees are non-refundable and non-transferable.

(i) Exceptions. Intact animals are not required to obtain a medically exempt or non-medically exempt intact pet permit under the provisions of this section if they fall into one of the following categories:

(1) An animal under six (6) months of age.

(2) 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.

(3) An animal that is verified as a certified service animal.

(4) An animal that is the subject of a valid city-issued breeding permit under Section 4-22.4.

(5) An animal owned by a state-licensed breeder in compliance with all applicable laws.

Sec. 4-22.4 Breeding permit.

(a) Any person who owns or maintains an intact dog or cat for breeding purposes must apply for and obtain a breeding permit for each individual animal on an annual basis. An application for a breeding permit must be submitted annually and shall include:

(1) The applicant's name, telephone number, and physical address.

(2) A description of the animal, including species, breed, gender, age, and a clear photograph.

(3) The location where the animal is housed, including photographic documentation (digital or printed) of the enclosure or housing conditions.

(4) Proof that the animal has been approved for breeding by a licensed veterinarian within the 90 days previous to submission of the breeding permit application.

(5) Any additional documentation required by the animal control supervisor or designee to ensure compliance with applicable ordinances and animal welfare standards.

(b) A breeding permit may only be issued for a dog or cat that is currently in compliance with all microchipping and vaccination requirements.

(c) Breeding permits are valid for one (1) year from the date of issuance. Permits are non-transferable between owners or animals.

(d) Permit holders must notify the animal control supervisor or designee within thirty (30) days of:

(1) Any change in contact information.

(2) Any new intact animals acquired that may be subject to future permitting.

(e) A breeding permit may be denied or revoked with no refund if the applicant or permit holder:

(1) Fails to provide accurate or complete information.

(2) Fails to pay the required fee.

(3) Has previously had a breeding permit revoked.

(4) Resides at the same address as a person whose permit was revoked.

(5) Fails to comply with any applicable state or local animal welfare laws.

(6) Breeds an animal without a valid permit or allows more than two (2) litters from a single female animal within one permit year.

(f) Fees for breeding permits shall be set by resolution of the City Council. All fees are non-refundable and non-transferable, and shall be paid directly to the animal shelter, which will maintain a database of all issued breeding permits.

(g) Offenses.

(1) It is an offense to breed or allow the breeding of a dog or cat without a valid annual breeding permit.

(2) It is an offense to allow a female animal under a breeding permit to have more than two (2) litters during the permit year.

(3) Violations are punishable by a fine as set by resolution of the city council.

(4) The municipal court may waive the fine for a first offense if the offender provides verifiable documentation that the animal has been sterilized within thirty (30) days of the citation.

(5) A second or subsequent violation may result in the permanent revocation of the breeding permit.

(g) Exceptions. A person who is a state-licensed breeder and the animals owned by that individual are exempt from this ordinance upon verification by the animal control supervisor or designee of a valid, current state-issued license.

Sec. 4-23. Impounding.

(a) It shall be the duty of the city animal control supervisor, or any other person designated by the city manager to perform such duties, to capture and impound in a pen to be provided by the city for that purpose and called the animal shelter, any dog found running at large within the corporate limits of the city.

(b) Should the owner or keeper of such dog fail to redeem the same as provided for in subsection (a) of this section within such seventy-two-hour period, then such dog shall be euthanized by the city animal control supervisor; or in the event the city animal control supervisor is of the opinion that such dog is suitable for adoption, the same shall be available for adoption to the public either through the Marshall Animal Shelter, released to any nonprofit 501c3 animal welfare group, humane society or other recognized animal welfare organization.

(c) Disposition of any and all animals in the care, custody and control of the Marshall Animal Shelter shall be determined by the City of Marshall Animal Control Supervisor or his/her designee.

(d) Immediately upon intake, the Marshall Animal Shelter is authorized to provide each appropriately aged impounded animal with core immunizations and parasitic treatments as defined by the Association of Shelter Veterinarian guidelines.

(Ord. No. O-21-07, § 2, 4-22-2021)

Comparison of Draft and Current Marshall Animal Ordinances

Presented to the City Council

1. Enforcement and Offenses Sec. 4-19.-2

- Penalties:

  Draft: Daily violations, non-refundable fees, revocation rules clearly outlined.

  Current: Basic fine schedule listed in public nuisance section; sterilization-related offenses less detailed.

- Municipal Court Role:

  Draft: May waive fines for first offenses with proof of compliance.

  Current: Limited mention of court discretion

2. Rabies Vaccination Requirements Sec. 4-22.-1

- Frequency:

<u>Draft:</u> Requires initial vaccine and boosters per triennial or annual protocol.

<u>Current:</u> Requires annual rabies vaccination.

- Documentation:

<u>Draft:</u> Veterinarian must provide a certificate with specific details (e.g., breed, weight, vaccine info).

<u>Current:</u> Not specified.

2. Rabies Vaccination Requirements Sec. 4-22-1 (cont.)

- Enforcement:

  Draft: Owners must produce proof of vaccination upon demand.

- **Current:** Not explicitly required.

3. Microchipping Sec. 4-22.2

- Requirement:

  <u>Draft</u>: Mandatory for all cats and dogs 4 months or older.

  <u>Current</u>: Required only for dogs.

- Penalties:

  <u>Draft</u>: Includes fines and Municipal Court leniency for first offenses if corrected.

  <u>Current</u>: No mention of penalties.

3. Microchipping Sec. 4-22.-2 (cont.)

- At Shelter:

Draft: Animals must be microchipped before release/adoption; owner pays cost.

Current: Same, but only refers to dogs.

4. Spay/Neuter (Sterilization) Sec. 4-22.-3

- General Rule:

  Draft: Mandatory for all dogs and cats unless exempt via permit.

  Current: Required only after second impoundment or citation for running at large.

- Exemptions:

  Draft: Medically and non-medically exempt intact pet permits available with detailed requirements.

  Current: No permitting system; exemptions not addressed.

4. Spay/Neuter (Sterilization) 4-22.-3 (cont.)

- Permit System:

Draft: Requires permit per intact animal, valid for one year; revocable for noncompliance.

Current: No permit system in place.

5. Breeding Permit (Need to Add to Sec. 4-22)

- Permit Required:

  Draft: Mandatory for each intact animal used for breeding.

  Current: Not addressed.

- Application Requirements:

  Draft: Includes vet approval, photos, enclosure info, and fees.

  Current: Not addressed.

5. Breeding Permit (Need to Add to Sec. 4-22 (cont.)

- Litter Limit:

  Draft: Max two litters per female per year.

  Current: Not addressed.

- Enforcement:

  Draft: Includes revocation conditions, penalties, and fine waiver for sterilization.

  Current: Not addressed.

Key Differences Summary

Draft: The Draft Ordinance is much more detailed, establishing a robust framework for managing pet sterilization, vaccination, and breeding within the city.

Current: The Current Ordinance addresses core concerns like rabies vaccination, microchipping, and some tethering/public nuisance issues but lacks specific permitting systems and detailed enforcement structure. The Draft introduces a full permitting system for intact pets and breeders, whereas the current ordinance handles sterilization reactively (after multiple violations).

Comparison of Section 4-23 – Impounding

- • (a): No change – Both authorize Animal Control Supervisor or designee to impound loose dogs.
- • (b): No change – Unclaimed dogs after 72 hours may be euthanized or made available for adoption.
- • (c): No change – Disposition determined by Supervisor or designee.
- • (d): New in revised draft – Allows core immunizations & parasitic treatment per ASV guidelines.

- • Revised draft introduces a new subsection (d).
- • Authorizes Marshall Animal Shelter to provide essential veterinary care at intake.
- • Aligns practices with national standards from the Association of Shelter Veterinarians.
- • Improves animal welfare and public health safeguards.

TO:	City Council
DATE:	September 11, 2025
ITEM #:	10.B
SUBJECT:	**O-25-25** Consider approval of an ordinance amending the FY25 Annual Budget. (Finance)

Recommendation for Action: Staff recommends the City Council adopt an ordinance (O-25-25) amending the FY25 Annual Budget.

Executive Summary: Seeking Council approval to amend the fiscal 2025 annual operating budget to allow for the acceptance of grant funding that has been identified and secured midyear by the Golf Division of Parks and Recreation. This action will increase revenue accounts within Parks and Recreation in the form of grant monies while also increasing expenditures by the department in the amount of $10,000. All monies will be allocated for the enhancement and maintenance of Oak Lawn Golf Course. This funding is provided by the Texas Golf Association, and it aims to support the continued improvement of the golf course facilities and services offered by the City of Marshall. Further, Staff is seeking approval of any and all documents necessary for receipt of the grant funds; and finally authorizing the City Manager to signa nd execute any documents in connection with receipt of the grant and/or expenditures not to exceed $10,000.

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

Budget Cost: $0.00

Staff Contact: Julie Richards, Interim Budget Manager

Attachments: 1. 2025 Budget Amendment - 2025-09-11

ORDINANCE NO.___________________

AN ORDINANCE AMENDING ORDINANCE NO. 0-25-27 TO AMEND THE 2025 ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS

WHEREAS, on September 26, 2024 the City of Marshall, Texas passed Ordinance No. O-24-19 adopting the 2025 annual budget; and

WHEREAS, the City of Marshall, Texas desires to amend the 2025 annual budget to account for an unanticipated increase in revenue in the form of a grant through the Texas Golf Association under the 2025 Project Muni Grant Program in the amount of $10,000 dollars.

WHEREAS, the City of Marshall, Texas, by accepting these grant funds anticipate to increase expenditures by $10,000 dollars, which was not included in the original budget;

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

The appropriations for the fiscal year beginning January 1, 2025 and ending December 31, 2025 be amended to receive any and all funds from the Texas Golf Association; secondly, approval of any and all documents necessary for receipt of the grant funds which will be administered through the Parks and Recreation Department; and authorizing the City Manager to sign and execute any documents in connection with receipt of the grant and/or expenditures not to exceed $10,000.

Grant Funds Amendment

Texas Golf Association Grant Revenue Budget	($10,000)
Texas Golf Association Grant Expense Budget	$10,000

PASSED, APPROVED, AND ADOPTED this _________ day of ____________, 2025.

AYES: _________
NAYES: ________
ABSTAIN: ______

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

ATTEST:

____
CITY SECRETARY

	TO:	City Council
	DATE:	September 11, 2025
	ITEM #:	10.C
City of MARSHALL TEXAS	SUBJECT:	**O-25-26** Consider approval of an ordinance for Solid Waste\Recycling Collection Services, including a five-year solid waste collection contract amendment with Republic Services, including the annual rate adjustment methodology and the increased community donations effective January 1, 2026. (City Manager)

Recommendation for Action: Staff recommends that City Council approve the proposed five-year solid waste collection contract amendment with Republic Services, including the annual rate adjustment methodology and increased community donations.

Executive Summary:

At the August 28, 2025, City Council meeting, Council was presented a recommended amendment to the contract for solid waste / recycling collection services performed by Republic. As noted, these services have been provided for a number by Republic for over two decades. Given the lack of complaints about service, the community contributions for litter abatement and housing demolition assistance, a well-operated Convenience Center, not to mention the clean-up programs, the services provided are well delivered and there exists a good working relationship with Republic.

By way of background, the current contract amendment, approved in 2019, is in its final year. Republic is now proposing a new five-year amendment, effective January 1, 2026, through December 31, 2030.

Key Proposed Changes

- **Term:** 5 years (2026–2030)
- **Annual Rate Adjustment:** Based on the Consumer Price Index for All Urban Consumers – Water, Sewer, and Trash Index (U.S. City Average), with a **5% cap** and **2% floor** each year. Adjustment notice will be provided by June 1 for January implementation, allowing time for budget planning.
- **Community Donations:**
    - House demolition assistance: increase from **$15,000 to $20,000** annually
    - Litter abatement assistance: increase from **$1,500 to $7,500** annually
    - **Total annual contribution: $27,500**

Service Performance
As noted above, daily collections are generally well-received by residents. Complaints are minimal, and when issues do arise, Republic has proven responsive. Some underutilization of available services is attributed to the City not fully leveraging all resources provided under the contract.

Support for Blight and Abatement Efforts
As previously shared with Council, staff is developing a policy and standard operating procedures for addressing dilapidated buildings. Funding provided through Republic's annual donations is critical to this mission, particularly for demolition assistance and litter abatement.

Convenience Center
No operational changes are proposed at this time. The City's rate structure includes the operation of this service, which provides approximately 2,000 free dump passes annually (two per residential account). Historically, only about half of these passes have been used, despite the City's known illegal dumping challenges. A more comprehensive public education effort on the availability of free passes is warranted, which will be initiated in the near future. In addition, in working with the staff at the Convenience Center, we have found that the rates for dumping have not changed since 2009. In recent memory at least, the City has not asked that usage of the facility be tracked and reported — working with Republic, we have requested that usage and where users originate be documented in the coming months. This will help us gauge how the Convenience Center should be structured in the future.

- Tracking usage by non-City residents (estimated at more than 50%).
- Evaluating a fee increase.
- Collecting detailed tonnage and disposal data.
- Exploring additional uses for the site, such as a brush depository with chipping and mulching capability (grant funding may be available for equipment).

Summary
The proposed contract reflects increased community investment from Republic, a more predictable rate adjustment process, and continued strong service delivery. Staff believes these changes provide important support for the City's blight reduction and litter abatement efforts, while also creating opportunities for enhanced use of the Convenience Center.

Attachments:
8-28-25 Agenda Item
Ordinance 25-26 Amendment & Rates

Focus Area(s): This item aligns with the following Council - adopted focus area(s): Improving Community Appearance and Customer Services.

Budget Cost: The proposed new 5-year contract assumes the continuation of all services currently provided to the residents of Marshall with a different range of rates, including an increase in the funds contributed to Litter Abatement from $1,500 to $7,500 and Building Demolition Donation from $15,000 to $20,000.

Staff Contact: Melissa Byrne Vossmer, City Manager

Attachments: 1. O-25-26 Solid Waste Contract

Ordinance No. O-25-26

CITY OF MARSHALL, TEXAS

AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLING MATERIAL COLLECTION AND PROCESSING CONTRACT

THIS FIRST AMENDMENT TO SOLID WASTE CONTRACT (this "Amendment"), dated effective as of the 1st day of January, 2026, by and between the City of Marshall, Harrison County, Texas, a municipal corporation of the State of Texas (the "City") and Allied Waste Systems, Inc., d/b/a Allied Waste Services of Kilgore // Republic Services of Kilgore (hereinafter called "Contractor"):

RECITALS

A. City and Contractor are parties to that certain Solid Waste Contract, dated January 01, 2019 (the "Contract"), wherein City granted Contractor an exclusive franchise to provide refuse collection and disposal services within the territorial jurisdiction of the City for Residential, Commercial, Industrial and Construction Temporary Roll Offs.

B. City and Contractor agree to a rate adjustment for calendar year 2026 and a Five year Extension of the current Contract for Residential, Commercial, Industrial and Construction Temporary Roll Offs as agreed and stated on Attachment Schedule 'A'.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Rates. The parties hereby agree to a rate adjustment commencing on January 1, 2026 as stated herein 'Schedule A' Attachment.

14.00 Modification of Rates. Contractor shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water Sewer and Trash Index) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "**CPI**") not exceeding 5% ceiling nor below 2% floor in any annual period. Notice shall be given by June 1 for the January adjustment.

A. Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes); (c) increased fuel costs; and (d) changes in costs due to a Force Majeure Event with approval of City Council and shall not be unreasonably denied.

2. From and after the date of this Amendment, modifications to Contractor's rates shall be charged to the City of Marshall.

3. Annual donation to the City for house demolitions $20,000

4. Annual donation to the City for litter abatement $7,500

5. Definitions. Except as expressly defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Contract.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

7. Successors and Assigns. This Amendment shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

8. Continuing Effect. Amendment. Except as modified in this First Extension, all other terms and conditions of the Hauling Contract remain unchanged and shall continue in full force and effect. Term agreement and extensions remain in effect from 2019 Contract and the 2026 Extension Agreement. Neither the Hauling Contract nor this Extension may be further amended or altered except by written instrument executed by an authorized representative of the parties. The parties intending to be legally bound have executed this Extension, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment effective as of the day and year first above written.

CONTRACTOR:

ALLIED WASTE SYSTEMS, INC.,
d/b/a Republic Services of Kilgore

By: [signature]

Name: Bill Firestone

Its: General Manager

Date: 9/5/25

CITY:

CITY OF MARSHALL,
a municipal corporation of the
State of Texas

By: ______________________

Name: ______________________

Its: ______________________

Date: ______________

Schedule A:
(Amendment effective January 01, 2026

RATES FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING

I. BASE Rate - (Residential):

A.	**Cart Only Solid Waste & Recycling Collection** **Curbside Cart service – City Resident** Once a week Residential Collection Once per week Brush/Bulky Collection	$15.60 /Monthly Per Unit
B	**Recyclable Materials Collection & Processing** Once a Week Collection, handheld bins	$ included in above rates
C.	**Solid Waste Removal Service at:** City Hall, Community Centers, Fire Stations, Service Center, and other municipal facilities & parks	$ No Charge
D.	**Roll off containers – minimum of six (6) events** City of Marshall's special events & quarterly clean-ups; we estimate that we will annually need approximately 35 to 40 of the 30-yard containers for special events,	$ No Charge
H.	**Annual donation to City for use in litter abatement**	$ 7,500.00
I.	**Annual donation to City for use in housing demolitions**	$20,000.00

II. BASE Rate - COMMERCIAL HANDLOAD RATE SCHEDULE
Curbside Cart service –

A.	**One Cart –** Commercial Hand Collection	$24.41/Monthly Per Unit
B.	**Downtown – five (5) times a week** Commercial Hand Collection South of Grand Avenue; West of Lafayette Street; North of Bowie Street; East of Franklin Street	$34.55/Monthly Per Unit

III. BASE Rate - Front Load Containers Rates

COMMERCIAL CONTAINERIZED:

Size/Freq	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	Extra p/u
2 yd	69.85	121.54	192.56	245.20	289.77	340.82	31.99
3 yd	100.32	174.36	248.61	332.35	407.26	467.76	51.54
4 yd	129.09	224.47	318.12	423.80	516.73	600.79	57.63
6 yd	178.96	308.71	435.56	565.38	696.81	806.11	70.88
8 yd	222.14	375.04	528.49	681.83	844.53	911.33	83.23

Commercial Small Compactors:

4yd Compactor 1X Week	517.52
6yd Compactor 2X Week	778.85
4X Week	1229.66
6X Week	2158.75

IV. BASE Rate - Roll Off Containers and Compactor:

Commercial Roll Off:

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	128.01	$618.57
30 YD OPEN TOP	128.01	$678.75
40 YD OPEN TOP	128.01	$738.24
42 YD COMPACTOR	Negotiable	$954.09

Delivery and Exchange Cost **$100.00**

TO:	City Council
DATE:	September 11, 2025
ITEM #:	10.D
SUBJECT:	**O-25-27** Consider approval of an Ordinance to adopt new water and wastewater rates as part of the Water and WasteWater 5 Year CIP Plan. (Interim Budget Manager)

Recommendation for Action: Staff recommends that City Council adopts an ordinance authorizing a Water and Wastewater Rate increase based on the consensus of Scenario 1 rate increase out of three scenarios presented. Scenario 1 was identified to offer the most comprehensive approach to funding critical water and wastewater capital improvement projects that will improve our compliance with federal standards and regulations, address ongoing maintenance needs to extend the life of existing assets, while also considering ratepayer affordability. This action will ensure that funding for ongoing operations, maintenance, and capital infrastructure improvements is incorporated into the City's financial planning, while maintaining the long-term sustainability and reliability of the utility system.

Executive Summary: In early 2025, The City of Marshall City Council approved a proposal from NewGen Strategies & Solutions to complete a comprehensive Water and Wastewater Rate Study to evaluate current revenue recovery opportunities, operating costs, long-term infrastructure needs, and critical regular maintenance to address aging infrastructure and progressive regulatory compliance standards that have changed over the last 20 years. The study provides a five-year financial plan designed to ensure reliable service, maintain compliance with regulatory requirements, and support the City's capital improvement priorities.

As part of this plan, three proposed rate scenarios were developed for Council's consideration. Each scenario provides a different level of funding for Capital Improvement Plan (CIP) projects scheduled over the next five years, balancing investment in infrastructure and maintenance with the corresponding impact on customer rates and the overall financial stability of the utility system.

The key finding of the study identified that the current rate structure does not fully support the long-term sustainability of the system. Without adjustments, the City will face increasing pressure on its overall operational budget, as utility revenues will be insufficient to fund necessary improvements, regulatory compliance, and system reliability.
Adopting one of the proposed rate adjustments will allow the City to continue to provide reliable, high-quality service to residents and businesses while safeguarding the long-term health of both the utility system and the City's overall financial position.

After meaningful discussion on the Water and Wastewater Rate Study at Special Called Council Session on 8/18/2025 and City Council Regular Session on 8/28/2025, City Council asked staff to bring back Scenario 1, a $56M project portfolio of critically aged infrastructure , coupled with customer billing rate adjustment and use of reserves and operating funds when necessary to aggressively bring infrastructure to the forefront of The City of Marshall's agenda.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improve Infrastructure - technology, water, wastewater, streets, and drainage, Improving Customer Service

Budget Cost: $56M of debt issuance; $1M committed to operating, potential use of reserves if necessary

Staff Contact: Julie Richards, Interim Budget Manager

Attachments: 1. Water_WasteWater Rate Ordinance_9.6.25

ORDINANCE NO. _____________

AN ORDINANCE AMENDING CHAPTER 31 OF THE CITY CODE OF ORDINANCES, REVISING THE SCHEDULE OF WATER RATES AND SEWER RATES, PROVIDING FOR MONTHLY CHARGES, AND PROVIDING AN EFFECTIVE DATE FOR THE REVISED CHARGES

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

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

Section 2. That Article I of Chapter 31, Section 1 of the Code of Ordinances of the City of Marshall is hereby repealed in its entirety and that there is hereby adopted in place of said ordinances a new Section 31-1 Chapter 31 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

Section 31-1. Schedule of water rates (for years 2026 through 2031).

A) SCHEDULE OF WATER RATES FOR CITY RESIDENTS

(1) Minimum for first 1,000 gallons or less:

	2026	2027	2028	2029	2030	2031
Base Charge (Includes 1,000 gallons):						
3/4" Meter	$14.70	$17.96	$20.89	$23.82	$26.16	$28.50
1" Meter	$ 21.96	$26.83	$31.21	$35.59	$39.09	$42.59
2" Meter	$44.16	$53.95	$62.75	$71.55	$78.58	$85.61
3" Meter	$73.59	$89.91	$104.58	$119.25	$130.96	$142.67
4" Meter	$147.12	$179.75	$209.07	$238.39	$261.81	$285.23
6" Meter	$294.28	$359.54	$418.20	$476.86	$523.71	$570.56
8" Meter	$441.41	$539.30	$627.28	$715.26	$785.52	$855.78
10" Meter	$588.58	$719.11	$836.43	$953.75	$1047.44	$1141.13
12" Meter	$882.82	$1078.60	$1254.56	$1430.52	$1571.05	$1711.58

(2) Rate per 1,000 gallons for all over 1,000 gallons:

	2026	2027	2028	2029	2030	2031
1,000+ gal	$6.55	$8.00	$9.31	$10.62	$11.67	$12.72

B) SCHEDULE OF WATER RATES FOR OUT-OF-CITY CUSTOMERS ON HWY. 43 SOUTH COOKS ROAD, GRANGEWAY SOUTH, GRANGEWAY ROAD, ROSBOROUGH SPRINGS ROAD, HWY 31. AND BROWN ROAD.

(1) Minimum for first 1,000 gallons or less:

	2026	2027	2028	2029	2030	2031
Base Charge (Includes 1,000 gallons):						
3/4" Meter	$17.64	$21.55	$25.07	$28.58	$31.39	$34.20
1" Meter	$26.35	$32.20	$37.45	$42.71	$46.91	$51.11
2" Meter	$52.99	$64.74	$75.30	$85.86	$94.30	$102.73
3" Meter	$88.31	$107.89	$125.50	$143.10	$157.15	$171.20
4" Meter	$176.54	$215.70	$250.88	$286.07	$314.17	$342.28
6" Meter	$353.14	$431.45	$501.84	$572.23	$628.45	$684.67
8" Meter	$529.69	$647.16	$752.74	$858.31	$942.62	$1026.94
10" Meter	$706.30	$862.93	$1003.72	$1144.50	$1256.93	$1369.36
12" Meter	$1059.38	$1294.32	$1505.47	$1716.62	$1885.26	$2053.90
Multiple-Residential units shall be charged the ¾" meter rate for each dwelling unit.						

(2) Rate per 1,000 gallons for all over 1,000 gallons:

	2026	2027	2028	2029	2030	2031
1,000+ gal	$7.86	$9.60	$11.17	$$12.74	$14.00	$15.26

C) <u>SCHEDULE OF WATER RATES FOR ALL OTHER OUT-OF-CITY CUSTOMERS (out-of-city customer billing is determined by the location of the unit receiving city service, not by the location of the meter).</u>

(1) Minimum for first 1,000 gallons or less:

	2026	2027	2028	2029	2030	2031
Base Charge (Includes 1,000 gallons):						
3/4" Meter	$22.88	$22.88	$25.07	$28.58	$31.39	$34.20
1" Meter	$34.18	$34.18	$37.45	$42.71	$46.91	$51.11
2" Meter	$68.74	$68.74	$75.30	$85.86	$94.30	$102.73
3" Meter	$114.54	$114.54	$125.50	$143.10	$157.15	$171.20
4" Meter	$228.98	$228.98	$250.88	$286.07	$314.17	$342.28
6" Meter	$458.04	$458.04	$501.84	$572.23	$628.45	$684.67
8" Meter	$687.04	$687.04	$752.74	$858.31	$942.62	$1026.94
10" Meter	$916.10	$916.10	$1003.72	$1144.50	$1256.93	$1369.36
12" Meter	$1374.08	$1374.08	$1505.47	$1716.62	$1885.26	$2053.90
Multiple-Residential units shall be charged the ¾" rate for each dwelling unit.						

(2) Rate per 1,000 gallons for all over 1,000 gallons:

	2026	2027	2028	2029	2030	2031
1,000+ gal	$10.20	$10.20	$11.17	$12.74	$14.00	$15.26

Outside rates are flat until the outside multiplier decreases from to 1.2

D) The City of Marshall reserves the right to negotiate a contract with any customer for water sales and sewer usage at a rate other than those contained herein, should it be in the best interests of the City of Marshall.

<u>**Section 3**</u>. That Article I of Chapter 31, Section 31-3 of the Code of Ordinances of the City of Marshall is hereby repealed in its entirety and that there is hereby adopted in place of said ordinances a new Section 31-3 Chapter 31 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

Section 31-3. Rates - Sewers.

The following sewer rates shall be charged for each monthly period to all users of the sewer system ofthe City:

A) <u>Residential/Apartments/Multiple Family Dwellings:</u>

(1) Applicable to sewer service furnished to each dwelling unit for use as usual in a home:

	2026	2027	2028	2029	2030	2031
Base Charge	$18.16	$20.31	$21.99	$23.67	$24.43	$25.19
1,000+ Gal	$7.30	$8.17	$8.85	$9.53	$9.84	$10.15

(2) Monthly Basis: Average three (3) month water consumption during the months of December, January and February.

(3) Where a previous history of usage is absent for a particular service location, an estimate will be made based upon the same or similar service provided at other locations within the same neighborhood of the City. This estimate will be used as a monthly basis unlit an actual service history can be properly determined during the months of (December, January and February).

(4) Where a particular service location is not served directly by City water or water consumption cannot otherwise be determined, the sewer charge will be based on citywide average for that type of service.

B) Commercial:

(1) Applicable to all users other than residential, apartment and multiple family dwelling users:

	2026	2027	2028	2029	2030	2031
Base Charge	$18.16	$20.31	$21.99	$23.67	$24.43	$25.19
1,000+ Gal	$7.30	$8.17	$8.85	$9.53	$9.84	$10.15

(2) Monthly Basis; based on actual water consumption for each month.

C) Out-of-City Customers: Out-of-city customer billing is determined by the location of the unit receiving city service, not by the location of the meter.

	2026	2027	2028	2029	2030	2031
Base Charge	$32.02	$32.02	$32.02	$32.02	$32.02	$32.02
1,000+ Gal	$12.86	$12.86	$12.86	$12.86	$12.86	$12.86

D) The City of Marshall reserves the right to negotiate a contract with any customer for water sales and sewer usage at a rate other than those contained herein, should it be in the best interests of the City of Marshall.

Section 4. That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

Section 5. That all other prior ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict only.

Section 6. That the repeal of any ordinance or portion of an ordinance by this ordinance shall not affect the validity of any pending enforcement action or fines outstanding and due and payable on or before the effective date of this ordinance.

Section 7. That if any section, paragraph, subdivision , clause, phrase or provision of this ordinance is hereafter determined to be invalid or in violation 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 Commission of the City of Marshall that all other terms and provisions of this ordinance not affected thereby shall remain in full force and effect.

Section 8. That this ordinance shall be effective on January 1, 2026.

PASSED, APPROVED this ______ day of September, 2025.

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

ATTEST:

____
City Secretary

	TO:	City Council
	DATE:	September 11, 2025
	ITEM #:	11.A
	SUBJECT:	**R-25-15** Consider approval of a resolution authorizing the Parks & Recreation Department to receive grant funding under the 2025 Project Muni Grant Program administered by the Texas Golf Association. (Parks & Recreation)

Recommendation for Action: Approve Resolution (R-25-15) authorizing the Parks and Recreation Department to accept a grant from the Texas Golf Association under the 2025 Project Muni Grant Program.

Executive Summary: The Project Muni grant program is designed to support municipal golf across Texas by improving course conditions, enhancing the player experience, and growing connections with public golfers. We were offered an agronomy consultation by the United States Golf Association as a form of support from the Texas Golf Association at no cost, which made us eligible for the matching grant for strategic projects up to $10,000.

The Parks and Recreation Department is requesting authorization to accept funding of $10,000 to be allocated to the reimbursement of the newly installed greens irrigation enhancement at Oak Lawn Golf Course.

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

Budget Cost: $10,000

Staff Contact: Marina Garcia-Heredia, Director of Parks & Recreation

Attachments: None

Resolution NO. _R-25-15__________

A RESOLUTION OF THE CITY COUNCIL OF MARSHALL TEXAS AUTHORIZING THE MARSHALL PARKS AND RECREATION DEPARTMENT TO RECEIVE FUNDING UNDER THE 2025 PROJECT MUNI GRANT PROGRAM ADMINISTERED BY THE TEXAS GOLF ASSOCIATION

2025 City of Marshall Resolution

WHEREAS, The City Council finds it in the best interest of the citizens of Marshall, that the 2025 Project Muni Grant Program be operated for the 2025 grant year; and

WHEREAS, City Council agrees that in the event that the project is canceled or significantly delayed, the City Council assures that they will reimburse the full grant amount of $10,000 to the Texas Golf Association within 90 days of written notice from the Texas Golf Association.

WHEREAS, The City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED THAT:

1.

The City Council approves acceptance of the grant funding in the amount of $10,000 for the 2025 Project Muni Grant program.

2.

The meeting at which this resolution was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

3.

All other prior resolutions or portions of resolutions of the City of Marshall in conflict with the terms and provisions of this resolution are hereby repealed to the extent of such conflict only.

4.

This resolution shall be effective on and after its passage.

Grant Number: Oak Lawn Golf 2025

Passed and Approved this _____ (Day) of __________ (Month), _____ (Year)

Signed: ____________________
Amy Ware, Chairman

Attest: ____________________
Nikki Smith, City Secretary

TEXAS GOLF ASSOCIATION PROJECT MUNI GRANT – CONTRACT FORM

This Agreement (the "Agreement") is made and entered into as of the date signed below by and between the Texas Golf Association ("TGA") and Oak Lawn Golf Course (the "Club").

Grant Details
TGA is awarding the Club an Agronomy Grant in the amount of **$10,000** to be used solely for the purchase of equipment **for the irrigation system for the greens.**

Terms & Conditions
By accepting this grant, the Club agrees to adhere to the following terms:

1. **Membership Requirement**: The Club shall remain in good standing as a TGA member club through at least **December 31, 2035**.
2. **Youth on Course Facility**: The Club agrees to become and remain a **Youth on Course** facility for the duration of the grant commitment.
3. **Reimbursement Obligation**: If, for any reason, the Project is **canceled or significantly delayed**, the Club shall reimburse the full grant amount of **$10,000** to TGA within **90 days of written notice** from TGA.
4. **Marketing & Promotional Support**: a. The Club shall display TGA brochures in its **pro shop and clubhouse**. b. The Club shall utilize TGA's marketing tools to distribute at least **one (1) email and social media posts** promoting the TGA and GHIN membership to its customer database within **60 days of grant acceptance**.

Acknowledgment & Acceptance
By signing below, the undersigned affirms that they have the authority to bind the Club to the terms of this Agreement and agree to comply with all provisions outlined herein.

Club Name: Oak Lawn Golf Course - City of Marshall
Printed Name: Melissa B. Vossmer
Position Title: City Manager
Date: 9/11/2025
Signature:

Texas Golf Association Representative
Printed Name:
Position Title:
Date:
Signature:

USGA COURSE CONSULTING SERVICE

Site Visit Report

Oak Lawn Municipal Golf Course

Marshall, Texas

Visit Date: July 14, 2025

Present:
Mariana Garcia-Heredia, Director of Parks & Recreation, City of Marshall, Texas
Tommy Finley, Golf Course Superintendent
Tom Gould, Central Region Agronomist, USGA Green Section

Tom Gould | Central Region Agronomist | 515.802.9323 | tgould@usga.org

USGA GreenSection

Executive Summary

It was a pleasure to visit Oak Lawn Municipal Golf Course for the first time on behalf of the Texas Golf Association. Conditions around the course appear to be good on the day of the visit. While touring the property, we discussed the following topics:

- **Putting greens.** Putting greens appeared to have contamination of *Poa annua*, nutsedge, and goosegrass. Only one application of preemergent herbicide is executed in the spring and fall, which does not provide adequate preemergence coverage. These lapses in preemergence herbicide coverage require costly postemergent herbicide applications to remediate. The putting greens appear to be hybrid bermudagrass versus ultradwarf bermudagrass, which are more commonly seen on putting greens. Ultradwarf bermudagrasses can be mowed at a lower height of cut, resulting in improved texture and playability. Regrassing putting greens with ultradwarf bermudagrass has been discussed in the past and is recommended to help improve playability.

  The quality of cut appeared to be poor on the day of the visit due to the newly purchased triplex putting greens mower being in the shop under warranty work. It is essential that Mr. Finley has the resources to regularly inspect the quality of cut on reel mowers to ensure turf health and playability are maximized. The root zone of the putting greens appears to be performing well. The practice of core aeration and topdressing three times a year, combined with monthly vertical mowing, is proving to be an excellent program. Irrigation coverage around putting greens is poor. The putting green sprinkler heads appear to be approximately 30 feet too far away from the putting greens to provide adequate coverage. In the past, broken sprinkler heads have been replaced with undersized residential sprinklers, such as Hunter I-25, which do not throw as far or provide the same amount of water. Funding requests have been submitted to install new irrigation loops for the greens and replace sprinkler heads, which are recommended and a top priority for improving conditioning. The putting greens are not currently growth-regulated, primarily because the golf course lacks a reasonably effective sprayer. Spraying is contracted out and does not have plant growth regulators in the program. During my travels, products such as trinexapac-ethyl and prohexadione calcium have been successfully employed to ensure playability is more consistent throughout the day, from the first to the last golfer. Rolling would be beneficial to putting green playability and performance, but there is not enough staff to perform this task regularly. With two part-time and one full-time staff member, it is a challenge to keep all the turf mowed on a regular basis. Having additional labor resources would improve the quality of the property.
- **Additional topics.** Bahiagrass contamination was observed on a large scale across the rough. Applications of herbicides like metsulfuron would be beneficial to remove bahiagrass from bermudagrass selectively, and is recommended. The practice tee is approximately 15,000 square feet, which is very undersized for the amount of use the tee gets. It is recommended to expand the practice tees and install mats along the back of the range tee to help maximize usability and increase profitability. The creek along hole No. 6 has been eroding and is threatening the integrity of the hole. It is recommended to use riprap to armor banks against erosion. Nearly all equipment is stored outdoors under a roof, where it remains exposed to the elements. With increasing equipment costs, it is recommended to enclose the lean-to structure and store the equipment indoors. The course does not have a reliable sprayer set up. A sprayer like the Toro® Multi Pro® 1750 or John Deere® HD200 SelectSpray™ turf sprayer would be imperative for course quality and efficiency, and is recommended for acquisition.

The following report will delve into these subjects in greater depth.

Table of Contents:

Putting Greens

Observations and Recommendations

1. **Contamination of *Poa annua*, nutsedge, and goosegrass was observed on putting greens.**

   - With only one preemergent herbicide application made in the spring and fall, adequate preemergence herbicide coverage is not achieved, allowing notable weed pressure to develop.

   - Historically, one application of oxydiazon is applied at the end of September. With oxydiazon potentially no longer being available for use, what is recommended is to apply three applications of preemergent herbicide throughout the winter to ensure the preemergent window for *Poa annua* is well covered. Herbicides with shorter residual effects, such as FreeHand®, Tower® Bensumec™, and Strike 3®, have been used to improve *Poa annua* on putting greens.

   - In the spring, the use of Andersons® Goosegrass/Crabgrass Control has been applied in mid-March to help control goosegrass. It is recommended to split the application of Andersons Goosegrass/Crabgrass to expand the window of control to better prevent goosegrass from establishing.

2. **The turfgrass on putting greens appears to be a hybrid bermudagrass rather than an ultradwarf bermudagrass variety.**

   - Hybrid bermudagrass is not able to be mowed at as low a height of cut as ultradwarf bermudagrass and does not have as fine a texture.

   - Discussions of regrassing putting greens with an ultradwarf bermudagrass like TifEagle™ has been discussed in the past and would be prudent in increasing playability and speeds. It is recommended that putting greens be regrassed in the near future.

3. **The putting green root zone is performing well.**

   - The practices of core aerating and topdressing three times a year, combined with monthly vertical mowing, are beneficial, as they dilute organic matter and encourage subsurface drainage.

The cultural practices conducted on putting greens are producing a rootzone that is performing well. It is recommended to continue these practices.

4. **Quality of cut concerns were observed on the day of the visit.**

   - Improper reel-to-bedknife contact on the putting green mower caused some ripping and shredding of leaf tissue on the putting greens. Poor quality of cut can result in increased water usage and increased susceptibility to disease.
   - On the day of the visit, the newly purchased putting greens mower was with the manufacturer being repaired. It is anticipated that quality of cut will improve with the reincorporation of the new putting green mower.

Poor quality of cut results in tearing of the tissue, with the newly purchased putting greens mower returning soon, quality of cut should improve.

   - It is vitally important that Mr Finley and his staff have enough time and resources to be able to check reel-to-bedknife contact and quality of cut regularly in order to ensure surfaces are being mowed properly.

5. **Irrigation coverage is poor around putting greens.**

   - Sprinkler heads appear to be approximately 30 feet too far away from the putting greens to provide adequate coverage.
   - In the past, heads that have broken have been replaced with undersized residential sprinkler heads like Hunter I-25, which do not throw as far or nearly as much water.
   - Funding requests have been submitted to install new greens irrigation loops and replace irrigation sprinklers, which is recommended and a top priority in improving conditioning.

Irrigation is located too far away from the putting green to provide adequate coverage. Installing new irrigation on the putting greens is recommended.

6. **The putting greens are not currently growth-regulated, largely because the golf course does not have a reasonably effective sprayer.**
   - Plant protectant applications are contracted out, and the current program does not include the application of any plant growth regulators. In my travels, products like trinexapac-ethyl and prohexadione calcium have been successfully employed to ensure playability remains more consistent throughout the day.
7. **Rolling would be beneficial to putting green performance, but there is not enough staff to execute this task regularly.**
   - With two part-time and one full-time staff member, it is a challenge to keep all the turf mowed regularly. Having additional labor resources would improve quality and playability.
   - The USGA Green Section Record article, Labor HYA - An Easy Way To Help You Match Expectations With Staffing Needs, to help Oak Lawn Municipal Golf Course determine how many full-time equivalent staff are required to maintain the golf course.

Additional Topics

Observations and Recommendations

1. **Bahiagrass contamination is widespread in the roughs and fairways.**
   - It is recommended to apply the herbicide Metsulfuron (MSM) to help selectively remove bahiagrass populations from bermudagrass.
2. **The creek next to No. 6 putting green is eroding and threatening the integrity of the hole.**
   - The culvert under the cart path along hole No. 7 is a great example of the use of riprap to protect banks against erosion. It is recommended to reinforce the banks along No. 6 with riprap to avoid additional erosion.

The erosion right of No.6 putting green is advancing towards the putting green and the line of play, it is recommended to prevent further erosion.

3. **The practice tee is approximately 15,000 square feet, which is undersized for the amount of usage seen at Oak Lawn Municipal Golf Course.**
   - It is recommended to expand the practice tee and install mats along the back of the practice tee to enhance the quality of the teeing ground, increase the utility of the practice facility throughout the year, and generate additional income for the golf course.

4. **Nearly all equipment is stored outdoors under a roof, where it is still exposed to the elements.**
   - With the increasing costs of equipment, it is recommended to enclose the lean-to structure and store equipment indoors.
5. **The golf course does not have a reliable sprayer set up to apply plant protectants.**
   - Having a suitable sprayer will be critically important in applying preemergent herbicides, plant growth regulators, postemergence herbicides, and preventative fungicides, which will significantly increase course conditioning and playability.
   - A sprayer like the Toro Multi Pro 1750 or the John Deere HD200 SelectSpray is essential for maintaining course quality and efficiency, and is highly recommended for purchase.

As the cost of equipment increases, ensuring the investment in equipment is protected is prudent.

Summary

It was a pleasure visiting Oak Lawn Municipal Golf Course for the first time and seeing a golf course that has excellent potential for improvement with some upfront investment. With adequate irrigation around the putting greens, proper preemergent herbicide scheduling, and regrassing of the putting greens, I believe this golf course will improve drastically.

The USGA Green Section expresses its sincere appreciation to Kelly Kilgo and the Texas Golf Association's Project Muni for their contribution to this half-day Course Consulting Service visit. Thank you for your time and support. If you have any questions regarding the contents of this report, please do not hesitate to contact me at tgould@usga.org or on my cell phone at (515) 802-9323.

Respectfully submitted,

Thomas Gould

Tom Gould, Central Region Agronomist, USGA Green Section

Distribution:

Kelly Kilgo, Managing Director of Outreach/Texas Golf Association Foundation
Tommy Finley, Golf Course Superintendent

USGA Green Section

Turfgrass and Environmental Research

The USGA Green Section appreciates your support of the Course Consulting Service. First started in 1953, the Course Consulting Service provides unbiased assessments of golf facilities to optimize resources and reduce the consumption of critical resources. The proceeds from the Course Consulting Service directly support the USGA's annual $2 million investment in turfgrass and environmental research, which provides an estimated $2 billion annual benefit to the U.S. golf industry. In 2025, our research team released the USGA Water Conservation Playbook to detail strategies for golf courses to optimize water usage. Follow the QR Code to contact us for more information.

Tools and Solutions

The USGA Green Section is proud to offer tools and solutions for golf courses. Innovative products, including DEACON, GS3, and the new CDX moisture meter, provide solutions to optimize the golf experience through data-driven communication and resource management.

Green Section Record

The USGA Green Section Record is a free digital magazine offering the latest information on turfgrass management, environmental sustainability, innovation in golf course maintenance, and turfgrass research. Subscribe for free to The Record.

GCSAA Education Points

GCSAA members who participate in USGA Course Consulting Services are eligible for education points. GCSAA members who participate in USGA Course Consulting Services are eligible for education points. Record Your Education Points.

TO:	City Council
DATE:	September 11, 2025
ITEM #:	12.A
SUBJECT:	Consider approval to terminate the contract with Harris for the ERP system and direct Staff to secure current software services through 12-31-26, if action is required. (Support Services)

Recommendation for Action: Consider approval to authorize the attorney to issue a letter of termination for the existing contract with Harris Software.

Executive Summary: Following a review of the City's planned ERP (Enterprise Resource Planning) software platform, it has been determined by the joint staff/council IT committee that the contract should be canceled, all outstanding obligations satisfied, and a new Request for Proposals (RFP) issued to identify a system that more effectively supports the operational and administrative needs of all City departments. During the time we are evaluating the RFP we will extend our contract with STW until December 31, 2026. Implementation of a new ERP software could take 6-9 months, if all goes well, and it will need to be coordinated with budget, payroll, and utility billing timelines.

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

Budget Cost: Funds Spent to date: $37,075.00
Outstanding Invoices: $56,350.16
Extension of the current STW contract through Dec 31, 2026 : $30,000

Staff Contact: Randy Pritchard, Support Services Director

Attachments: 1. Marshall TX SmartFusion Proposal(7) (005)

Date: 09-13-2022
Quotation No: MJV-MARTX2022
Effective To: 09-30-2022
Prepared By: Molly Vincent

Proposal Pricing

This understanding between **City of Marshall** at **401 S Alamo, Ste 205, Marshall TX 75670** ("Purchaser") and **N. Harris Computer Corporation** at 2017 East Main Street, Easley, SC 29640 ("Harris") confirms the purchase of the following licensed software products and/or services:

Item	Description	Quantity	Unit Price	Extended Price
Software Licenses:				
1.	System Manager	1	$1,850.00	$1,850.00
2.	Accounts Payable	1	$4,500.00	$4,500.00
3.	Purchasing	1	$4,200.00	$4,200.00
4.	SmartPcard Interface to Procurement Card	1	$4,500.00	$4,500.00
5.	Fund Ledger	1	$6,400.00	$6,400.00
6.	Bank Reconciliation	1	$1,500.00	$1,500.00
7.	Budget Preparation	1	$4,200.00	$4,200.00
8.	Fixed Assets	1	$2,400.00	$2,400.00
9.	Payroll	1	$6,400.00	$6,400.00
10.	TimeClock Plus Software Bundle (SmartFusion Interface, Auto Import, Export Mod	1	$3,000.00	$3,000.00
11.	Cash Collections	1	$2,300.00	$2,300.00
12.	Utility Billing	1	$17,500.00	$17,500.00
13.	Utility Meter Interface	1	$3,500.00	$3,500.00
14.	Utility Work Orders	1	$1,900.00	$1,900.00
15.	NeoGov Interface to Payroll	1	$2,000.00	$2,000.00
			subtotal for Software Licenses:	***$66,150.00***
Professional Services:				
16.	Project Management	1	$5,500.00	$5,500.00
17.	Implementation, Consulting, Data Review	20	$1,225.00	$24,500.00
18.	Professional Travel Days	3	$600.00	$1,800.00
19.	Installation	1	$2,500.00	$2,500.00
20.	SmartPcard Interface Setup & Implementation	1	$2,250.00	$2,550.00
21.	Data Conversion - Ledger Master File	1	$3,500.00	$3,500.00
22.	Data Conversion - Ledger History File	1	$3,500.00	$3,500.00
23.	Data Conversion - Vendor Master File	1	$2,500.00	$2,500.00
24.	Data Conversion - Accounts Payable Check History	1	$2,500.00	$2,500.00
25.	Data Conversion - Payroll Master File	1	$3,700.00	$3,700.00
26.	Data Conversion - Payroll History File	1	$5,800.00	$5,800.00
27.	Data Conversion - Bank Reconciliation Master File	1	$850.00	$850.00
28.	Data Conversion - Utility Billing Master File	1	$5,200.00	$5,200.00
29.	Data Conversion - Utility Billing History File	1	$8,500.00	$8,500.00
30.	Data Conversion - Fixed Assets Master	1	$850.00	$850.00
31.	Data Conversion - Budget Prep	1	$1,200.00	$1,200.00
32.	TimeClock Plus Project Management	1	$300.00	$300.00
33.	TimeClock Plus Implementatio & Installation	1	$2,200.00	$2,200.00
34.	TimeClock Plus Training	1.5	$1,225.00	$1,837.50
			subtotal for Professional Services:	***$79,287.50***
			TOTAL NET PRICE:	**$145,437.50**
Hosting Services:				
35.	MyGovHub Online Payment Portal - Annual	1	$2,700.00	$2,700.00
36.	Employee Self Service Annual Hosting/Maint	1	$2,995.00	$2,995.00
37.	Annual TCP -On Demand License Per Employee	190	$6,460.00	$6,460.00
38.	Annual Hosting (Cloud) per Full Time User	10	$720.00	$7,200.00
39.	Annual Hosting (Cloud) per Part Time user	26	$480.00	$12,480.00
			subtotal for Hosting Services:	***$31,835.00***
			Annual Maintenance & Support:	**$14,553.00**

*Please note that the Data Conversion pricing quoted in this proposal is an estimate only and Harris reserves the right to charge for overages at a rate of $140.00 per hour.

Agreement Terms and Conditions

1. Definition
"Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section title "Software Options".

2. Payment Terms
Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type
CD-ROM or Electronic Transfer

4. Delivery Schedule
The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion
The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

a. Microsoft SQL Server database
b. Microsoft Access database
c. Visual FoxPro/DBase (DBC/DBF)
d. Excel Spreadsheets - with flat data (one record per row/CSV)
e. Delimited ASCII files (pipe "|" delimited preferred)

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of $350.00.

6. Maintenance and Support Fees

Maintenance and Support fees (“MSF”) include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years’ MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of $175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.
Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser’s MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars ($175.00) per hour.

9. Professional Services

Additional professional services are available on-site or virtually. Virtual work is billed at $175.00 per hour. On-site work is billed at $1,225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a $250.00 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five hundred-dollar ($500.00) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars ($300.00) for up to three days and six hundred dollars ($600.00) for four days or more onsite. When an employee is at or traveling to the Purchaser□s offices, fifty-five dollars ($65.00) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars ($130.00) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
c. Initial delivery of the Software Application shall be COTS (Commercial Off The Shelf) Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and cooperate fully with the Consultant to achieve the Completion of Services.
a. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser□s hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its

hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

b. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: Dawn I. Jones Title: Finance Director

Name: Kimberly Smith Title: Senior Accountant

The following individuals are authorized to sign off on change orders on Harris's behalf:

1. Sakura Gibson – Manager Professional Services
2. Jason Kelly – Director Professional Services

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement. Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Alabama in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: City of Marshall, TX

By: Dawn O. Jonles

Title: Finance Director

Date: 9/23/2022

Purchaser's Project Leader:

Contact Name: Kim Smith

Contact Title: Senior Accountant

E-mail address: smith.kim@marshalltexas.net

Phone #: 903-935-4447

Purchaser's Accounts Payable Dept. Information:

Billing Address: P.O. Box 698 Marshall, TX 75670

Accounts Payable Contact: Laura Adair

Email Address: Ladair@marshalltexs.net

Phone & Fax #: 903-935-4445

Alternate Contact: 903-935-4447

Financial Services

At Harris, we are committed to helping you ensure your business is equipped to meet today's financial requirements — and flexible enough to embrace the opportunities that lie ahead. With Harris Financial Services (HFS), you'll now have the same high level of flexibility when it comes to financing not only your Harris Local Government products, but also most any capital projects that are being planned.

What is Harris Financial Services?
HFS offers competitive leasing and extended financing capabilities in conjunction with our municipal financial partners. Customers are paired with the financial partner that is best suited to meet their unique requirements.
Our highly respected financial partners:

- Are focused on the needs of the public sector
- Enable access to capital with highly unmatched terms
- Offer a variety of financing options to fit your budget
    - Monthly, Quarterly, Semiannual, and Annual.
    - Delayed payments to fit budget timing requirements.
- Handle the invoicing and collection of monthly payments

Benefits:

- Bundle monthly or quarterly payment for product, service, software, third-party equipment as well as other capital projects such as vehicle purchases or even park renovations.
- Have an operating budget solution vs. a capital budget constraint
- Avoid the requirement of a down payment
- Preserve existing lines of credit
- Manage budgets more easily with low payments

Interested in our Financing or Leasing Program?

Contact our sales team if you would like information about financing or leasing your Harris Local Government solutions or capital projects.

36 months - $4,580.87

60 months - $2,948.74

(Figures shown are estimates only; financed amount ($145,437.50) does not include charges for any annual, recurring fees such as Annual Maintenance & Support or Annual Hosting Services)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Marshall	
Address (Street & number, P.O. Box or Route number) P.O. Box 698,401 S. Alamo	Phone (Area code and number) 903-935-4447
City, State, ZIP code Marshall TX 75671	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: ______

Street address: ______ City, State, ZIP code: ______

Description of items to be purchased or on the attached order or invoice:
State and Local Government - General Merchandise

Purchaser claims this exemption for the following reason:
State and Local Government

75-6000595

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser: Dawn O. Jones	Title: Finance Director	01/01/2022

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

TO:	City Council
DATE:	September 11, 2025
ITEM #:	12.B
SUBJECT:	Consider approval to award a bid for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed $61,136. (Facilities)

Recommendation for Action:

Executive Summary:
The Facilities Department respectfully requests LFA4 Enterprise, LLC, be awarded approval of work to be done at the City Arena. The scope of work consists of replacement of pedestals, including any and all electrical and plumbing work. The current state of our pedestals is in disarray, creating an electrically hazardous condition.
Earlier this year it was noted that there were major concerns with our pedestals. The pedestals, located at the City Arena, are where those with campers, RVs, horse trailers, etc. hook up for an electrical power source and water accessibility.

A scope of work was created, and LFA4 Enterprise, LLC, was the lowest bid. LFA4 is registered under The Interlocal Purchasing System (TIPS). In conjunction with our newly hired city manager's plan for the city, we have and will continue to focus on efficiency and improvement for our city's facilities as we continue to serve our citizens and guests. Some of this year's challenges brought about strains to our budget, mainly directed toward issues with aging equipment. However, the pedestals have become a safety concern to those attempting to use them. The City Arena hosts several events and thousands of visitors each year. Our department personnel have continued to work tirelessly to ensure our facilities are safe and meet industry standards.
Thank you for your continued support.

Sincerely,

Reginald Cooper
Neighborhood Code Enforcement

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

Budget Cost: $61,136

Staff Contact: Reggie Cooper

Attachments:
1. 9-11-25 Facility Proposal Acceptance Request for City Arena
2. LFA4 Bid Contract Pedestals City Arena

3. Certificate of Insurance LFA4 Enterprise, LLC

Marshall City Manager
Marshall City Council
City Of Marshall
401 S. Alamo ST
Marshall, Texas 75670

September 11, 2025

Dear City Manager and Council Members:

The Facilities Department respectfully requests LFA4 Enterprise, LLC be awarded approval of work to be done at the City Arena. The scope of work consists of replacement of pedestals, including any and all electrical and plumbing work. The current state of our pedestals is in disarray, creating an electrically hazardous condition.

Earlier this year it was noted that there were major concerns with our pedestals. The pedestals, located at the City Arena, are where those with campers, RVs, horse trailers, etc. hook up to for electrical power source and water accessibility.

A scope of work was created and LFA4 Enterprise, LLC was the lowest bid. LFA4 is registered under The Interlocal Purchasing System (TIPS). In conjunction with our newly hired City Manager's plan for the city, we have and will continue to focus on efficiency and improvement for our city's facilities as we continue to serve our citizens and guests. Some of this year's challenges brought about strains to our budget mainly directed toward issues with aging equipment, however the pedestals have become a safety concern to those attempting to use them. The City Arena hosts several events and thousands of visitors each year. As a glimmer of light, our department personnel have continued to work tirelessly to ensure our facilities are safe and meet industry standards.

Thank you for your continued support.

Sincerely,

Reginald Cooper
Neighborhood Code Enforcement

LFA4
ENTERPRISE, LLC

Frank Allday
Cell- 903-244-1793
Email- fallday4@hotmail.com

09/02/2025

Jerry Davis
City of Marshall, Texas

RE: Marshall Arena- Electrical and Plumbing Work

TIPS Contract 24010402 Trades, Labor, and Materials(JOC)

Mr. Davis,
Per your request, the following is a breakdown of the bid that I emailed you for electrical and plumbing work at the Marshall Arena:

Plumbing- $12,227.00
Electrical- $48,909.00

Total Bid- $61,136.00

Please let me know if you need any other information concerning this bid.

Frank Allday IV

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 08/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Offenhauser & Co. - Atlanta 205 W Main Atlanta TX 75551	CONTACT NAME: Yolanda Williams PHONE (A/C, No, Ext): (903) 796-4104 FAX (A/C, No): (903) 796-5051 E-MAIL ADDRESS: ywilliams@fwoins.com

INSURED

LFA4 Enterprise LLC
279 CR 4791
Atlanta TX 75551

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale Insurance Company	41297
INSURER B :	PROGRESSIVE COUNTY MUTUAL INS CO	29203
INSURER C :	Texas Mutual Insurance Company	22945
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 24/25 CAU WC 25/26 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			CPS8175290	03/20/2025	03/20/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			975590287	12/12/2024	12/12/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002117474	10/01/2024	10/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Marshall
401 S Alamo Blvd
Marshall TX 75670

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Offenhauser & Co.

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TO:	City Council
DATE:	September 11, 2025
ITEM #:	13.A
SUBJECT:	Reconsideration, and Action if appropriate, on the Texas Water Development Board Loan for Lead Service Line Removal. (Public Works)

Recommendation for Action: Based on the lower-than-expected inventory of service lines requiring replacement, which has resulted in a significant reduction in financial needs from the TWDB, Staff recommends that the City Council consider authorizing an adjustment to reduce the previously approved Texas Water Development Board (TWDB) loan amount from $7,500,000.00 to a lower amount to be determined (TBD) for the Lead Service Line Replacement Project.

Executive Summary: The results of the 2024 Lead Service Line (LSL) Survey of our 10,170 water customers is currently being finalized, and is anticipated to show only 23 of those Service lines actually contained lead, however as many as 982 galvanized service lines may also require removal. A Texas Water Development Board (TWDB) Loan Application was originally pursued in view of the possibility that a significant number of lead service lines might exist which would require removal and replacement under an upcoming Environmental Protection Agency (EPA) mandate. In May, the City was notified by the TWDB that their Application was approved in the amount of $7,500,000.00, of which 50% would be forgiven. The reduced number of Service Lines needing removal from our system reduces the overall construction cost of the Project, lowers the Loan closing and Bond costs proportionately, and frees up funding capacity for other capital needs.

At Staff request, Schaumburg & Polk, Inc. (SPI) will provide an overview of the LSL Program, City of Marshall Survey results, the TWDB Loan process, and related matters.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improve Infrastructure - technology, water, wastewater, streets, and drainage, Improving Customer Service

Budget Cost: To Be Determined

Staff Contact: Deck Shaver, Interim Public Works Director

Attachments: None

TO: City Council
DATE: September 11, 2025
ITEM #: 14.A
SUBJECT: 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: Lawsuit filed by Garnett Johnson against the City of Marshall.

Recommendation for Action:

Executive Summary:

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

Budget Cost:

Staff Contact:

Attachments: None