

**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
SPECIAL-CALLED CITY COUNCIL MEETING**

**January 15, 2026
6:00 PM**

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Presentation of the Employee of the 4th Quarter 2025 and Employee of the Year 2025. (Employee Engagement Committee)

4. Citizen Comments

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

5. Items to be Withdrawn From Consent Agenda

6. Consent Agenda

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

- A. Consider approval of the minutes from the October 23, 2025, Special-Called City Council Work Session. (City Secretary)
- B. Consider approval of the minutes from the October 23, 2025, Regular City Council Meeting. (City Secretary)
- C. Consider approval of the minutes from the November 20, 2025, Special-Called City Council Meeting. (City Secretary)
- D. Consider approval of a contract for Chief Wastewater Plant Operator (\$75,000). (Public Works)
- E. Consider approval of the purchase of 1 new 18" control valve for the Raw Water Pump Station (\$88,252.69). (Public Works)

- F. Consider approval of the completed project and release of retainage for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed \$6,113.60. (Facilities)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing & Ordinance

- A. Conduct a Public Hearing and consider approval of an ordinance Amending Ordinance No. 0-87-13 to rezone Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). (Planning)

9. Ordinance

- A. Consider approval of an ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances of the City of Marshall, Texas, repealing and amending certain sections regarding garbage and increasing the solid waste collection and disposal fees; finding that the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act; repealing all ordinances in conflict herewith; and establishing an effective date of February 1, 2026.

10. Resolution

- A. Consider approval of a resolution designating an official newspaper for the City of Marshall for Fiscal Year 2026. (City Secretary)
- B. Consider approval of a resolution denying Southwestern Electric Power Company's request for approval of its proposed "electric service – large load contract" tariff; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities and authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (City Attorney)

11. Action Items for City Council Consideration

- A. Consider approval of an invoice in the amount of \$69,900 to Foster & Foster for actuarial support provided for the discussions with the Fire Pension Board in the development of the Joint Funding Plan as approved by Council on 12-12-25. (Administration)

12. Discussion and Reports for City Council Consideration and Direction

- A. Presentation of the City of Marshall Investment Report First, Second and Third Quarters of 2025. (Finance)
- B. Presentation of the City of Marshall Financial Report through November 30, 2025. (Finance)
- C. Discussion and Direction on the review of proposals received for the management of the recruitment of the new City Manager for the City of Marshall.
- D. Report concerning the Hwy. 80 Cave-in, Repairs and Schedule. (Public Works)

13. Executive Session

- A. An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above; concerning Project 2400.

14. Action Item Following Executive Session

- A. Consider approval of a Letter of Intent and Performance Agreement incentives for Project 2400. (Marshall EDC)

15. Adjournment

Posted: January 9, 2026
5:00 PM
N. Smith

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



TO: City Council
DATE: January 15, 2026
ITEM #: 3.A
SUBJECT: Presentation of the Employee of the 4th Quarter 2025 and Employee of the Year 2025. (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):

Budget Cost:

Staff Contact: Christol Hall, HR Director

Attachments: None



TO: City Council
DATE: January 15, 2026
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the October 23, 2025, Special-Called City Council Work Session. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the October 23, 2025, Special-Called City Council Work Session.

Executive Summary: Minutes from the October 23, 2025, Special-Called City Council Work Session.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 10-23-25 Special-Called minutes

Jean Birmingham Council
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Marshall, TX 75671
903-935-4421



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

MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
October 23, 2025
4:45 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called Work Session to order in the Council Chambers, City Hall at 04:54 PM.

PRESENT:

Mayor and Council Members:

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

ABSENT: Councilmember Amanda Abraham **Motion to Excuse: Councilmember Godfrey Second: Councilmember Campbell Vote: 5:0**
Councilmember Micah Fenton

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, City Manager
Christol Hall, HR/Civil Service Director
Doug Box, Interim Public Works Director
Randy Pritchard, Support Services Director
Cheryl Carpenter, Community Engagement
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director
Cliff Carruth, Police Chief
Nikki Smith, City Secretary

2. Citizen Comments

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

There were no citizen comments.

3. Discussion and Report for City Council Consideration and Direction

A. Presentation / Discussion on Various Street Improvement Methods for FY26 Street Program

Melissa Vossmer, City Manager, stated this item is on the agenda to begin to think about the FY26 program. Melissa Vossmer stated that typically one type of treatment has been used, but there are others available, and with Stan Hayes' leadership, a more holistic approach will be made to include striping, sidewalks and a more comprehensive look.

Stan Hayes, Hayes Engineering, stated we are well on our way with the FY25 program. Stan Hayes discussed the types of streets in East Texas, the typical cross-sections, crowns on roads, which is a 6" lifted area in the center of the road to help shed water to the sides. Stan Hayes gave examples of subgrade treatments and base materials. Information regarding overlays and reconstruction of sections was provided, noting that these options are for rural roads and raise the road about three (3) inches. Other options include a curb and gutter that do not raise the road and reconstruction with a pulver mixed surface and base. Stan Hayes stated there are some things to consider for street maintenance that have not been done in the past including, but not limited to, crack sealing that needs to be done on some streets to extend their life.

Councilmember Campbell asked if the city had the equipment to seal cracks, and it was stated that we no longer have this equipment.

Stan Hayes continued discussing options for street maintenance, including a slurry seal that is sprayed on to seal the surface and extend its life for 5–7 years, seal coat with an oil asphalt base that is sticky and seals better. The seal coat with aggregate is the most used option.

Councilmember Morris stated we should have been sealing the streets and asked who should have noticed the problem and have it fixed? It was stated the recent history of not crack sealing is due to not having the equipment. Councilmember Morris stated neglect causes the streets to deteriorate faster.

Councilmember Campbell asked if a city the size of Marshall should have a crew designated for road maintenance. It was stated that we should have road maintenance as part of the regular duties of a crew, as we won't need a large unit for our city.

Stan Hayes stated a seal coat with aggregate is used as an annual treatment if the base has no problems and there aren't too many cracks as this is a cheaper method. Mayor Ware asked if the seal coat with aggregate could be used over crack sealing, and it could be.

Councilmember Campbell stated he has noticed potholes being fixed with just asphalt and asked if this was the correct way to fix a pothole, which was stated it is not the correct way. The best way is to square it off, cut and dig out the problem and bring in new material.

Melissa Vossmer stated the longer-term solutions take longer to do and are more expensive up front and the city is behind, which is why only asphalt was used.

Stan Hayes explained that there are some issues with the seal coat with aggregate, such as some of the rocks not sticking. The contractors sweep twice and still pick up leftover material. Melissa Vossmer asked if this method is good for neighborhood streets or busy city roads, and it was explained that it is good for all streets. Stan Hayes explained the surface treatment called microsurfacing, stating it is not used much as it deteriorates quickly. Asphalt overlay is used a lot, with an inch and a half layer compacted. Stan Hayes provided the street maintenance costs per square yard, which is three (3) feet by three (3) feet, for pulver mix and asphalt overlay. Randy Pritchard, Support Services Director, asked if the contractor's price was \$2.50 per linear foot, which was stated that is the correct price, but it would be cheaper done in-house. Stan Hayes stated that if 10% of a street needs repair, it is cheaper to do the repair with a big machine than to spot repair.

Stan Hayes stated the recommendation for street maintenance is to crack seal the good streets, or seal coat with aggregate on good streets, continue the inch and a half overlay, continue reconstruction of streets in poor condition and provide marking and signage where warranted.

The 2026 tentative schedule is to have a work session on December 11, 2025, streets turned in by January 9, 2026, preliminary lists presented February 12, 2026, the final list by March 12, 2026, bids in April 2026 and construction from June 2026 through October 2026.

Council was reminded of the media event to be held on October 24, 2025, at 9:00 AM at Scotts Quarter's to look at the stabilization starting on the west side and moving across from Sledge to East Street.

Mayor Ware stated we need a better maintenance program and to budget capacity for the program. Melissa Vossmer stated the labor is in place and staff can be trained, but we will need to purchase the equipment and material. The cost will be compiled and provided at a future time as there needs to be a street program and a separate maintenance program.

Councilmember Jordan-Anderson asked if, as the streets are completed, to have information provided on the website to inform the public.

Councilmember Godfrey confirmed the meeting time and location for the media event. Melissa Vossmer stated the sign would be unveiled to show the work in progress. Mayor Ware asked to be sure to include information about the program at the event. Cheryel Carpenter, Community Engagement, stated this would be a quick event to celebrate progress and hear from staff, council, contractors and residents.

Melissa Vossmer mentioned on the TML website that there are two (2) articles about the Marshall Street program.

Councilmember Morris stated he made an observation that when he moved back to Marshall he noticed the patch material was on the truck with no cap, so it was not staying hot. The process was incorrect, but he does not see it now. Instead, he is seeing the continuation of new directions and positive effects.

4. Executive Session

5. Adjournment

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

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 6.B
SUBJECT: Consider approval of the minutes from the October 23, 2025, Regular City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the October 23, 2025, Regular City Council Meeting.

Executive Summary: Minutes from the October 23, 2025, Regular City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 10-23-25 minutes

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MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
October 23, 2025
6:00 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 06:02 PM.

PRESENT:

Mayor and Council Members:

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

ABSENT: Councilmember Amanda Abraham **Motion to Excuse: Councilmember Godfrey Seconded: Councilmember Jordan-Anderson Vote: 6:0**

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, City Manager
Scott Rectenwald, City Attorney
Christol Hall, HR/Civil Service Director
Doug Box, Interim Public Works Director
Cheryl Carpenter, Community Engagement
Randy Pritchard, Support Services Director
Reggie Cooper, Planning & Development Director
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director
Cliff Carruth, Police Chief
Nikki Smith, City Secretary
David Rainwater, Fire Chief

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

- A. Recognition of the October Yard of the Month winners.
Alex Agnor, Assistant City Manager/Economic Development & Strategic Initiatives Director, recognized the October 2025 Yard of the Month recipients; residential property

on Jeff Davis owned by Victor & Tonya Houston and the commercial property, Marshall Mercantile.

4. Recess to conduct the City of Marshall Employee Benefits Trust meeting

Councilmember Godfrey made a motion to recess into the City of Marshall Employee Benefits Trust meeting. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

5. Reconvene the City Council Meeting

This Council reconvened the Regular Council meeting at 6:26 PM.

6. Citizen Comments

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There were no citizen comments.

7. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Consent Agenda

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

Councilmember Godfrey made a motion to approve the Consent Agenda. Councilmember Morris seconded the motion, which passed by a vote of 6:0.

- A. Consider approval of the minutes from the September 11, 2025, Special-Called Work Session meeting. (City Secretary)

9. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

10. Public Hearing & Ordinance

11. Ordinance

- A. Discuss and act upon an Ordinance **#O-25-34** Authorizing the Issuance of City of Marshall, Texas Waterworks and Sewer System Revenue Bonds, Taxable Series 2025, in the Principal Amount of \$1,465,000 to Fund Water and Sewer System Improvements

and Awarding the Sale of Such Bonds to the Texas Water Development Board; and Resolving Other Matters Relating to the Subject. (City Manager)

Melissa Vossmer, City Manager, stated this item was the first of three regarding the Texas Water Development Board Lead Service Line Replacement Program. The program is \$7.5 million with a loan that will be 51% forgiven and 49% repaid. Staff inventoried the lines in the city, and we have 23 lead lines and 800+ galvanized lines. This program will begin to address and replace those lines. Melissa Vossmer requested approval to apply for a Water and Sewer Revenue Bond in the principal amount of \$1.465 million.

John and Michael Hilltop, Hilltop Securities, stated that \$1.5 million will be given in forgiveness of the loan.

Councilmember Godfrey made a motion to approve O-25-34, an ordinance authorizing the Issuance of City of Marshall, Texas Waterworks and Sewer System Revenue Bonds, Taxable Series 2025, in the Principal Amount of \$1,465,000 to Fund Water and Sewer System Improvements and Awarding the Sale of Such Bonds to the Texas Water Development Board. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

- B. **O-25-35** An ordinance amending Ordinance NO. O-24-19 to amend the 2025 Annual Budget of the City of Marshall, Texas, to increase the Fire Department's Repairs and Maintenance account by \$30,000, funded through the use of Fund Balance. (Finance/Fire)

David Rainwater, Fire Chief, presented an ordinance to amend the FY25 budget to increase the Repairs and Maintenance line item by \$30,000, stating it has been a difficult year with many unforeseen, costly repairs. This amendment will cover the costs and allow for funds to get that department through the end of the year and will be funded by Fund Balance.

Councilmember Jordan-Anderson made a motion to approve O-25-35, an ordinance amending Ordinance NO. O-24-19 to amend the 2025 Annual Budget of the City of Marshall, Texas, to increase the Fire Department's Repairs and Maintenance account by \$30,000, funded through the use of Fund Balance. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

- C. **Consider Approval of Ordinance #O-25-36, an Ordinance of the City of Marshall, Texas, Finding, After Reasonable Notice and Hearing, that Southwestern Electric Power Company's Existing Electric Rates and Charges within the City of Marshall Should Remain in Effect, Providing for Notice of this Ordinance to the Public Utility Commission of Texas, and Finding and Determining that the Meeting at which This Ordinance is Passed is Open to the Public as Required by Law**

Scott Rectenwald, City Attorney, stated this item stems from SWEPCO's petition to raise its rates, and sent a couple of ordinances we could adopt. We are a member of Cities Advocating Reasonable Deregulation (CARD), and are represented by the Herrera Law Firm, who hoped to have an ordinance ready, but it was not complete in time for this meeting. Scott Rectenwald stated the Herrera Law Firm is requesting the city to table the item as we are seeking an agreement from SWEPCO to extend the deadline. It was advised that the ordinances from SWEPCO are inadequate. The recommendation from staff is to table the item.

Councilmember Jordan-Anderson made a motion to table O-25-36, an Ordinance of the City of Marshall, Texas, Finding, After Reasonable Notice and Hearing, that Southwestern Electric Power Company's Existing Electric Rates and Charges within the City of Marshall Should Remain in Effect, Providing for Notice of this Ordinance to the Public Utility Commission of Texas, and Finding and Determining that the Meeting at which This Ordinance is Passed is Open to the Public as Required by Law. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

12. Resolution

- A. Discuss and Approve a Resolution **#R-25-17** Approving the Execution and Delivery of a Principal Forgiveness Agreement in the Aggregate Amount of \$1,524,796 with the Texas Water Development Board for Water System Improvements; and Resolving Other Matters Relating to the Subject. (City Manager)

Melissa Vossmer stated this item was the second of three regarding the Texas Water Development Board Lead Service Line Replacement Program. This resolution is for 51% of the funding, 1.524796 million, of the loan to be forgiven.

Councilmember Godfrey made a motion to approve R-25-17, a resolution Approving the Execution and Delivery of a Principal Forgiveness Agreement in the Aggregate Amount of \$1,524,796 with the Texas Water Development Board for Water System Improvements; and Resolving Other Matters Relating to the Subject. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

- B. Consider a Resolution **#R-25-18** Accepting an Award of \$10,000 in Grant Funding from OOG. (Police)

Cliff Carruth, Police Chief, requested approval of a resolution that provides for acceptance of \$10,000 from the Governor's grant for an automatic key management system. This system will help overcome challenges by keeping track of keys, reducing unauthorized access to keys, decreasing administrative workload and increasing response times for emergency services. This proposed solution has many benefits, such as an accurate record of keys being checked out or assigned, being kept in a safe and secure location, decreasing the misplacement of keys, which allows for savings by reducing rekeying or replacement keys. Cliff Carruth provided information regarding supportive industry data and industry standards.

Councilmember Jordan-Anderson made a motion to approve R-25-18, a resolution accepting an Award of \$10,000 in Grant Funding from OOG. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

- C. Discuss and act upon a Resolution **#R-25-19** Authorizing and Directing the Establishment of a Construction Account with Depository Bank Pursuant to Bond Ordinance; Appointing Authorized Signatories with Respect to Such Accounts; And Resolving Other Matters Relating To The Subject. (City Manager)

Melissa Vossmer stated this item was the third of three regarding the Texas Water Development Board Lead Service Line Replacement Program. This item authorizes the establishment of construction accounts for the principal forgiveness agreement and the other is for the remainder of the money. The accounts will be set up to allow for receipt

of the funds and to be able to track and provide reports.

Councilmember Jordan-Anderson asked who would be set up as the signatories. Melissa Vossmer stated the signatories would be the Mayor and Mayor Pro-Tem per the Texas Water Development Board.

Councilmember Godfrey made a motion to approve R-25-19, a resolution Authorizing and Directing the Establishment of a Construction Account with Depository Bank Pursuant to Bond Ordinance; Appointing Authorized Signatories with Respect to Such Accounts; And Resolving Other Matters Relating To The Subject. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

13. Action Items for City Council Consideration

- A. Consider approval of moving the first City Council meeting date of November and the cancellation of the second City Council meetings for the months of November and December 2025. (City Secretary)

Nikki Smith, City Secretary, asked council to consider moving the first City Council meeting in November from the 13th to the 20th as several members of Council and Staff will be attending the TML Annual Conference and to allow staff more time to better prepare the packet. Nikki Smith also asked the council to consider canceling the second City Council meetings for November and December 2025 due to the second regular meeting dates in both November and December falling in proximity to holidays.

Mayor Ware asked if the first council meeting date in December would remain on the 11th, which was stated it would.

Councilmember Fenton made a motion to approve canceling the last meeting of both November and December and moving the first meeting of November to November 20th at 6:00 PM and remaining the first meeting on December 11th for the month of December. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

- B. Consider approval of the authorization to Apply for FEMA Assistance to Firefighters Grant (AFG) for Aerial Apparatus Replacement. (Fire)

David Rainwater stated an alternate source of funding was found, the FEMA Assistance to Firefighters Grant, which opens in November. David Rainwater requested approval to apply for the grant to use towards the purchase of a new ladder truck, which is in the FY2028 plan for replacement. There is an offset for the grant: A 10% match — the truck costs \$2 million, so the city would pay \$200,000. Lexapole Grant Writing will be used. We should hear in June 2026 if we receive the grant, allowing us to order the truck in 2026 and receive it in 2028.

Mayor Ware asked if the 10% was due at the time of order, which was stated no, it is due at the time of completion. It was noted that we could prepay or post-pay, with post payments being recommended.

Councilmember Jordan-Anderson asked what percentage of the payment goes back to the grant writers. There is no percentage, it is a flat fee of \$5,400 if we get the grant or

not.

Councilmember Godfrey asked if items 13B and 11B were related. It was stated they were not. We need to replace the aging equipment.

Councilmember Godfrey made a motion to approve the authorization to Apply for FEMA Assistance to Firefighters Grant (AFG) for Aerial Apparatus Replacement. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

- C. Consider Authorizing a Facility Use Agreement with the American National Red Cross, Allowing the Organization to Utilize the Marshall Convention Center as a Local Disaster Shelter During Emergencies. (Fire)

David Rainwater introduced Sarah Jeter, Disaster Representative for the Red Cross. David Rainwater stated the convention center has been identified as a shelter, if needed. The Red Cross needs a location in Harrison County, and this would be a local shelter, not a FEMA shelter. It would be used for the local needs of our county and neighboring counties. The Red Cross brings the resources allowing the City to only need to use minimal staff, such as security and occasionally an EMT, but the Red Cross needs an agreement in place. David Rainwater stated the agreement is open-ended. The convention center will hold up to 125 people and the agreement covers damages to the facility and utilities that are above and beyond normal use. David Rainwater emphasized the city maintains control of the building. David Rainwater asked council for approval to enter into the agreement with the Red Cross to set the convention center up as a local disaster shelter.

Councilmember Jordan-Anderson asked if the shelter would be for local citizens only or include the surrounding areas. Sara Jeter explained the Red Cross region of our area, stating the Longview office covers eight (8) counties, so if Carthage or Jefferson needed help, Red Cross could ask to use the Marshall location.

Councilmember Godfrey asked what happens if help is needed beyond the eight (8) counties, which David Rainwater stated would depend on the size of the incident and the Red Cross is trying to develop shelters in various areas within the region. Who ever is closest is asked to help, and we can make the decision to help or not.

Councilmember Jordan-Anderson stated the wording should be changed from local. It was suggested that we use the term disaster response area.

Councilmember Godfrey asked which region Marshall is, and we are the East Texas Chapter.

Councilmember Jordan-Anderson stated she used to be a member of the Red Cross and asked if there were plans to open a headquarters in Marshall. Sarah Jeter said she could not speak about any longer-term plans but did say there is an office in Marshall.

Councilmember Campbell stated if there was an influx of people, if 125 people from another city showed up, there would need to be a plan in place for the city. David Rainwater stated this is already included as part of the Emergency Operations Plan.

Councilmember Godfrey made a motion to authorize a Facility Use Agreement

with the American National Red Cross, Allowing the Organization to Utilize the Marshall Convention Center as an East Texas Regional Red Cross Disaster Shelter During Emergencies. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

- D. Presentation and Approval of the Library 2026 – 2030 Strategic Plan. (Library)
Melissa Vossmer stated this is an opportunity for the council to consider the proposed strategic plan, which is the result of several meetings that took place over the summer months.

Terri Nalls, Library Director, mentioned there were library board members present and spoke regarding the strategic plan for 2026-2030. A strategic plan has been in place for over 30 years at the library. The committee surveyed the community and provided the results of the survey, including items such as more materials, programs, and operational hours. Terri Nalls mentioned the goals and objectives of the library and highlighted key areas, stating some changes are already in progress.

Melissa Vossmer stated an IT assessment is being done, and library needs are being looked at and reviewing how services can be expanded.

Terri Nalls stated the next steps of the plan are implementation, publication and annual review.

Councilmember Campbell asked about the survey of community needs and questioned the adult graphic novel item listed. This was explained to be similar to comic books for adults. Councilmember Campbell explained he wanted to be sure this was an item that would be OK to have in the library. It was stated the items are more pictorial than literate.

Mayor Ware mentioned the "maker" space, and tools that could be checked out, as well as help for guidance on how to use the tools.

Councilmember Morris asked that, as the council is being briefed on the events at the library to emphasize including the county as they should be included as well.

Mayor Ware asked about the usage of the library for city and county residents, which was stated to be about a half-and-half split that is a little heavier on the city side.

Councilmember Godfrey asked if the document could be changed to show the facility only has one ramp. The information about a ramp at both entrances was a quote from a patron from the survey, not part of the goals and objectives.

Councilmember Campbell asked if there was a plan to put a ramp at both entrances, which it was stated that is not currently in the plan. Councilmember Campbell asked if there was a handicap spot without a ramp, which it was stated there was not.

Melissa Vossmer stated the facility will be looked at for possible improvements.

Councilmember Godfrey made a motion to approve the Library 2026 – 2030

Strategic Plan. Councilmember Morris seconded the motion, which passed by a vote of 6:0.

- E. Consider the Establishment of City Charter Committee and Appointment of Members. (City Manager)

Nikki Smith stated this item is on the agenda to clarify and officially appoint the members of the City Charter Committee and to schedule the first meeting.

Scott Rectenwald stated he spoke to the Charter counsel to find out if the charter could be amended without a citizen committee, and it was determined that the council could submit and act as their own committee.

It was discussed and the council members who would like to be on the committee are: Reba Godfrey, Risa Jordan-Anderson, Amanda Abrahma, Dathaniel Campbell, and Amy Ware. The first date for the committee to meet would be decided at a later time.

Mayor Ware made a motion to approve the appointment of members: Councilmember Jordan-Anderson, Councilmember Godfrey, Councilmember Abraham, Councilmember Campbell, and Councilmember Ware for the City Charter Committee. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

Scott Rectenwald stated that for housekeeping purposes the law firm requested we adopt a resolution to employ them. It was also mentioned that the deadline for ordering an election is February 13, 2026.

- F. Consider Authorizing the Mayor to Execute Retroactive Approval of a Contract with Texas First for an Interim Public Works Director. (City Manager)

Melissa Vossmer asked council to retroactively approve the contract with Texas First for an Interim Public Work Director, and stated that when the previous director gave notice, there were two weeks to bring someone on board to provide for an overlap. Texas First provided an interim contract, but the contract had to be approved before Doug Box, Interim Public Works, could start.

Doug Box provided his background information and stated Marshall would be the 10th city he has served as interim in.

Councilmember Morris stated he read Doug Box's bio, stated that Marshall has challenges and welcomed Doug Box on board.

Councilmember Godfrey made a motion to approve authorizing the Mayor to Execute Retroactive Approval of a Contract with Texas First for an Interim Public Works Director filled by Mr. Doug Box. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

- G. Consider Approval of the Appointment of an Engineering Firm for the Texas Water Development Board Lead Service Line Replacement (TWDB) Project. (Public Works)
- Doug Box, Interim Public Work Director, stated the bids for the Texas Water Development Board Lead Service Line Replacement Project closed on October 14, 2025; One response was received, from Schaumburg & Polk, Inc.(SPI), which is familiar with Marshall. Doug Box requested approval of SPI as the Engineering Firm for the lead service line project.

Councilmember Jordan-Anderson asked if the name of the company would be inserted into the document. It was stated it would be and also would be part of the motion.

Mayor Ware made a motion to approve the Appointment of an Engineering Firm, Schaumburg & Polk, Inc., for the Texas Water Development Board Lead Service Line Replacement Project for the City of Marshall. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

14. Discussion and Reports for City Council Consideration and Direction

15. Executive Session

16. Action Item Following Executive Session

17. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 6.C
SUBJECT: Consider approval of the minutes from the November 20, 2025, Special-Called City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the November 20, 2025, Special-Called City Council Meeting.

Executive Summary: Minutes from the November 20, 2025, Special-Called City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 11-20-25 Special-Called minutes

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



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

**MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
November 20, 2025
6:00 PM**

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called meeting to order in the Council Chambers, City Hall at 06:01 PM.

PRESENT:

Mayor and Council Members:

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

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, City Manager
Scott Rectenwald, City Attorney
Christol Hall, HR/Civil Service Director
Doug Box, Interim Public Works Director
Randy Pritchard, Support Services Director
Cheryl Carpenter, Community Engagement
Reggie Cooper, Planning & Development Director
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director
Tom Forrest, Interim Planning and Development Services Director
Cliff Carruth, Police Chief
Nikki Smith, City Secretary
David Rainwater, Fire Chief

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Proclamation declaring November 2025 as “Hospice Month” in Marshall, Texas. (Mayor Ware)

Mayor Ware read a proclamation declaring the month of November 2025 as “Hospice Month” in the City of Marshall.

Renee Nolen, Heartsway Hospice and Bobbie Hilton, Marshall Office, thanked the council for the proclamation and reminded everyone how important it is to tell your family about your end of life care wants.

- B. Recognition of the Marshall Police Department's Citizen's Police Academy Graduates. (Police)
Cliff Carruth, Police Chief, explained what the Citizens Police Academy is, and the insight gained by attendees. Cliff Carruth recognized the graduates of the recently held Citizens Police Academy.
- C. Presentation of the Employee of the Month - November. (Employee Engagement Committee)
Jose Burciaga, Employee Engagement Committee, presented the Employee of the Month for November 2025, Lt. Michael Spencer, Police Department. The sponsor of the month is Pic-N-Pay Texas Style Cookin. Lt. Michael Spencer thanked everyone for the recognition and his team for their hard work.

Councilmember Fenton joined the meeting remotely at 6:12 PM.

Melissa Vossmer, City Manager, introduced Tom Forrest, Interim Planning Director.

4. Citizen Comments

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

Vernia Calhoun, 508 University, asked for approval of the No Parking amendment, stating she is a witness to this much-needed ordinance for safety and litter concerns for the city, and thanked the staff for their work. Regarding Item 8A, as President of the New Town Neighborhood Association, asking for approval from R-2 to R-6 as the city is in need of housing, and thanked the owner for the willingness to bring housing for the residents of Marshall.

Ken Moon, 807 Wood, spoke regarding Item 8A stating it is time to move on. The developer has met criteria and Marshall needs housing. Ken Moon also offered congratulations on the asphalt overlay project that was completed on Sanford.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

6. Consent Agenda

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations, a copy of which is filed with the minutes of

the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

Councilmember Jordan-Anderson made a motion to approve the Consent Agenda. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

- A. Consider approval of the minutes from the September 11, 2025, Regular Council meeting. (City Secretary)
- B. Consider approval of the minutes from the September 25, 2025, Special-Called Work Session meeting. (City Secretary)
- C. Consider approval of the minutes from the September 25, 2025, Regular Council meeting. (City Secretary)
- D. Report regarding recommendations for appointments and reappointments to the various City boards, commissions, and committees. (City Secretary)
- E. Consider approval of an Interlocal Agreement with Harrison County for Ambulance/Rescue Services. (Fire)
- F. Consider approval of an Interlocal Agreement with Harrison County for Public Library Services. (Library)
- G. Consider approval of an Interlocal Agreement with Harrison County for Animal Shelter Services. (Police)
- H. Consider approval of a resolution naming Bojorquez Law Firm, PC to provide Special Counsel services; authorizing the execution of an addendum to the terms of engagement; providing an effective date; providing for proper meeting and notice. (City Attorney)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Public Hearing & Ordinance

- A. **O-25-XX** 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)
Mark Priestner, Halff, provided background information regarding this item, stating the Planning & Zoning Commission met on July 14, 2025, and several neighbors spoke in opposition to the rezone. P&Z recommended approval by a vote of 4:1. The City Council met on August 28, 2025, and several neighbors spoke during the public hearing, a petition was received, and the item was tabled to allow time to calculate the petition. The City Council met on September 11, 2025, and several neighbors spoke

during the public hearing. The results of the petition showed 18.5% of property owners were in opposition to the rezone, but this did not meet the threshold to require a super majority vote by council. The item was tabled again as the council asked for the applicant to consider a rezone to Planned Development instead of R-6. Mark Priestner stated the applicant provided information regarding seven (7) parking spaces, and stated the density is consistent with R-2.

Mark Priestner stated council has three (3) options; approve R-2 to R-6, approve R-2 to PD, or deny the rezone.

Mayor Ware opened the Public Hearing.

Sonnie Garbutt, 1800 University, told the story of her buying and renovating her home and the neighboring home, of neighbors remodeling and renovating their homes, and possible scenarios of what could happen if rezoned.

Tavida Harris, 1122 CR 146, property owner of 1801 University, explained why she is requesting the zoning change, addressed the questions of the community, explained her vision for the location and stated she wants to add value to Marshall.

Mayor Ware closed the Public Hearing.

Mark Priestner reminded the Council that the city can't regulate rental versus ownership of properties and provided council with their options again to approve R-2 to R-6, approve R-2 to PD, or deny the rezone.

Councilmember Jordan-Anderson asked Tavida Harris if there was a preference between R-2 to R-6 or PD, which stated that PD is the preference.

Councilmember Abraham stated she appreciated the work and documentation provided, that it seems to be keeping the character of the neighborhood and requested that additional parking in the back be included if there is room.

Councilmember Jordan-Anderson thanked the requestor for responding and providing additional information.

Councilmember Jordan-Anderson made a motion to approve an ordinance regarding a rezoning request for 1801 University Ave from R-2 (Single Family Detached) to PD (Planned Development). Councilmember Morris seconded the motion, which passed with the following vote:

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

Noes: 1, Councilmember Godfrey

9. Ordinance

- A. Consider approval of an ordinance amending Chapter 27, Section 15.2 No Parking to address access for emergency vehicles due to large parties/disturbances. (Police)

Cliff Carruth provided clarity from the August 14th meeting, and stated this item is to limit parking in problem areas. Cliff Carruth provided a background of how this issue came to the attention of the council and staff and the need to amend the ordinance by adding no parking zones in designated areas on University, Olive, Evans, Bert and Valliloma.

Councilmember Godfrey would like to add Wesson Street, asked how long it takes to update the ordinance, and would also like to add Wilson Street, Grafton, and S. Garrett from Cherrywood to Bergstrom.

Scott Rectenwald, City Attorney, stated an agenda item could be added to the next meeting.

Melissa Vossmer stated there is a process that has to take place to add the streets. Cliff Carruth stated that changes are made for the best interest of the public and explained the process.

Councilmember Campbell asked if it was possible to have language in the ordinance that if a road is 10 feet or fewer there can not be parking. Cliff Carruth stated notice has to be given and signage has to be installed.

Councilmember Abraham stated the older neighborhoods do not have driveways, so they have to park on the street.

Scott Rectenwald stated the notice requirements would need to be reviewed.

Councilmember Godfrey made a motion to table the item. The motion died due to lack of a second.

Councilmember Jordan-Anderson stated her concern came up from the safety of the community from gatherings and the process shouldn't be delayed.

Councilmember Jordan-Anderson made a motion to approve an ordinance amending Chapter 27, Section 15.2 No Parking to address access for emergency vehicles due to large parties/disturbances. Councilmember Morris seconded the motion, which passed by the following vote:

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

Noes: 1, Councilmember Godfrey

Mayor Ware asked the councilmembers to send the other streets to the City Manager.

10. Resolution

- A. Consider approval of a resolution denying the application to increase rates filed by Southwestern Electric Power Company on about October 14, 2025; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities; authorizing intervention and participation in related

rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (City Attorney)

Scott Rectenwald stated that Southwestern Electric Power Company (SWEPCO) filed a petition and the information contained in the packet describes some of the effects of the proposed rate change, the most important being for residential customers' bills, which would increase the base rate a little over 15%. The resolution allows the city to participate in the rate case. The city is a member of Cities Advocating Reasonable Deregulation (CARD) and the law firm of Alfred Herrera recommends adopting the resolution.

Councilmember Godfrey made a motion to approve a resolution denying the application to increase rates filed by Southwestern Electric Power Company on about October 14, 2025; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities; authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- B. Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)

Melissa Vossmer stated this item is an opportunity to cast votes for the Harrison Central Appraisal District. The City has 356 votes and previously nominated Ted Huffhines and Jacob Fulbright. Melissa Vossmer stated the city has been mirroring Marshall ISD activity, and they recommended we include Ted Huffhines and Jacob Fulbright, which was done. Voting with the ISD will probably result in Ted Huffhines being approved, and the question is what to do with the votes for Jacob Fulbright.

Mayor Ware stated the board provided information that if the votes were split there would be enough for both nominees to be approved.

Councilmember Abraham clarified the options of casting all votes for one or splitting the votes between two people, which was stated yes, a few votes could go to Ted Huffhines and the bulk of the votes for Jacob Fulbright would be the way to go.

Councilmember Fenton made a motion to cast all 356 votes for Jacob Fulbright for the Harrison Central Appraisal District Board of Directors. Councilmember Abraham seconded the motion, which passed by the following vote:

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

Noes: 0

Abstain: 1, Councilmember Godfrey

- C. Approve Resolution TWDB-201A, a Resolution for Application Filing and Identification of Authorized Representative; Approve Execution by the Mayor of the TWDB0171 Flood Management Evaluation Affidavit and TWDB0201 Application Affidavit; and
2. Approve Resolution TWDB0201B, a Resolution Requesting Financial

Participation from the TWDB, authorizing the filing of an application for financial participation, and making certain findings in connection therewith. (Record vote) (City Manager)

Melissa Vossmer stated this item has two (2) resolutions, one requiring a general vote, the second requiring a record vote. The resolutions are for a \$2.4 million project, which would cost the city \$254,000 for a 90/10 grant project. The original cost to the city for a Phase 1 project that has already been started is \$387,000. This contract with Freese & Nichols was approved by council in February. This opportunity provides for a complete Master Plan at a lesser cost than what was budgeted and includes the entire city. The application is due December 5, 2025. We are currently ranked as 23 out of over 200.

Councilmember Godfrey made a motion to approve Resolution TWDB-201A, a Resolution for Application Filing and Identification of Authorized Representative; Approve Execution by the Mayor of the TWDB0171 Flood Management Evaluation Affidavit and TWDB0201 Application Affidavit. Councilmember Morris seconded the motion, which passed by a vote of 7:0.

Councilmember Abraham made a motion to approve Resolution TWDB0201B, a Resolution Requesting Financial Participation from the TWDB, authorizing the filing of an application for financial participation, and making certain findings in connection therewith. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

11. Action Items for City Council Consideration

- A. Consider the approval of the FY 2025 and FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. (Tourism & Main Street)

This item was withdrawn from the agenda.

- B. Consider approval of the Southside WWTP - Excess Flow Pump Installation Project Acceptance and Release of Contractor's Retainage \$18,712.50. (Public Works)
Doug Box, Interim Public Works Director, asked council to approve the acceptance of the project and the release of the retainage of \$18,712.50 to the contractor. Doug Box explained what the pump does and that RBIS was awarded the contract in October 2024.

Councilmember Godfrey made a motion to approve the Southside WWTP - Excess Flow Pump Installation Project Acceptance and Release of Contractor's Retainage \$18,712.50. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- C. Consider approval of an emergency procurement to replace the Water Treatment Plant's High Service Pump Station Generator Double Wall Fuel Tank \$50,916.96. (Public Works)
Doug Box asked for approval of an emergency procurement in the amount of \$50,916.96 utilizing the Texas Local Government Code Section 252.022 General Exemptions. Doug Box stated during the annual inspection it was discovered that the inner wall had failed. The technician said leaving the system in this condition is a risk as the outer wall could crack or fail, which could result in leaking and a contaminated area.

There is a nine (9) week lead time on tanks with an emergency request.

Councilmember Campbell asked if we could use a temporary holding tank, which we can, but the contractor is comfortable with the current temporary solutions in place. Councilmember Campbell asked for information regarding other solutions, which Doug Box said he could provide.

Councilmember Godfrey made a motion to approve an emergency procurement to replace the Water Treatment Plant's High Service Pump Station Generator Double Wall Fuel Tank at \$50,916.96. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

- D. Authorize the purchase of a Fouts Bros. FB-94 Engine on a Crew Cab Spartan FC-94 Chassis, including all necessary upfit and loose equipment, for a total cost not to exceed \$825,000.00. (Fire)

David Rainwater, Fire Chief, stated in August that capital projects were being discussed and one of these projects was a new pumper. A vendor has a pumper immediately available for purchase, staff went and checked out the truck, and it fits our needs and has a larger tank. David Rainwater provided the cost breakdown, with the base costing \$731,372, the upfit costing \$40,000 and loose equipment costing \$53,628 with a total not to exceed \$825,000. David Rainwater stated that there is a 90-day turnaround, stating that if council approves the item the truck should be received and in service in late January or early February 2026.

Melissa Vossmer stated the funding would be for FY26 and the funds are available.

Councilmember Godfrey verified it includes the upfit and loose equipment, which it does.

Councilmember Godfrey made a motion to approve authorizing the purchase of a Fouts Bros. FB-94 Engine on a Crew Cab Spartan FC-94 Chassis, including all necessary upfit and loose equipment, for a total cost not to exceed \$825,000.00. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

Councilmember Abraham asked about the Fouts Bros. who we are buying the truck from and asked that the warranty is through Fouts Bros., which it was stated it is. Councilmember Abraham asked to ensure that it is in writing that any alterations are approved under warranty. David Rainwater clarified that the equipment is bought through coops, and the upfit from Metro.

12. Discussion and Reports for City Council Consideration and Direction

- A. Discussion and Direction to the City Manager on Scheduling a FY27 Budget Strategic Planning Session. (City Manager)
- Melissa Vossmer asked to verify that the focus areas are still true or if there was change needed. FY26 took four sessions, two with council and two with staff, and if we are using the same consultant, then we need to get on their calendar. Staff needs direction if a strategic session is needed and if we still want to use Ron Cox.

Councilmember Jordan-Anderson said yes to both.

Councilmember Abraham stated that since Ron Cox is familiar with the city that we should still use him.

Mayor Ware asked when would be the best time for the first meeting, which was stated it should be in late February or early March before spring break.

Melissa Vossmer stated the department's draft budgets are prepared at the end of May or beginning of June to have the draft agenda in the mid-August timeframe.

Direction was given for the last week of February to book a session with Ron Cox.

13. Executive Session

Councilmember Godfrey made a motion to convene into Executive Session. Councilmember Abraham seconded the motion, which passed by a vote of 7:0. The time was 7:25 PM.

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Review applications and interview candidates for the position of Municipal Judge and Associate Judge.
- C. An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above; concerning Project 2400, Project Lyfi, and Project Paramount.

Councilmember Abraham made a motion to reconvene from Executive Session. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0. The time was 9:45 PM.

14. Action Item Following Executive Session

- A. Consider action regarding discussion from the executive session.
Mayor Ware made a motion to accept the letter of retirement from City Manager, Melissa Vossmer, effective May 29, 2026. Councilmember Godfrey seconded the motion, which passed by the following vote:

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

Noes: 1, Councilmember Abraham

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

Mayor Ware made a motion to approve appointing T. Belew Ellis as the Chief Municipal Court Judge. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

15. Adjournment

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

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 6.D
SUBJECT: Consider approval of a contract for Chief Wastewater Plant Operator (\$75,000). (Public Works)

Recommendation for Action: Motion to approve a contract for Chief Wastewater Plant Operator services.

Executive Summary:

Pursuant to **Texas Administrative Code §30.350**, the chief operator of a wastewater treatment facility must hold a license equal to or higher than the classification of the facility. The City of Marshall's wastewater treatment plant is rated at **8.0 million gallons per day (MGD)**, which classifies it as a **"B" facility**, as facilities with flows greater than **1.0 MGD and up to 10.0 MGD** fall within this category.

At this time, the City does not employ an operator who holds the required **Class B wastewater license** to serve as Chief Plant Operator. As a result, the City must contract with **James Willis**, the former Chief Plant Operator, who has maintained a **Class B license**, to ensure continued compliance with TCEQ regulations.

The **Chief Plant Operator – Wastewater** position is a fully funded and approved position within the City; however, it has proven difficult to fill due to the required licensing credentials, and no qualified applicants have applied to date. Contracting with Mr. Willis is therefore necessary to meet regulatory requirements until the position can be permanently filled.

The proposed contract **will not exceed \$75,000.00**. Failure to approve this contract would place the City in **violation of Texas Commission on Environmental Quality (TCEQ) regulations**, potentially resulting in **daily administrative penalties of up to \$5,000.00** in accordance with the TCEQ Penalty Policy.

Relevant regulatory references are provided below for review.

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

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

https://texreg.sos.state.tx.us/fids/30_0030_0350-2.html

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

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

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

Budget Cost: \$75,000

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments: 1. James Willis Contract 2026

THE STATE OF TEXAS
COUNTY OF HARRISON

CONTRACT FOR SERVICES

This Contract is made and entered into by and between The City of Marshall, Texas whose address is 401 S. Alamo, Marshall, Texas 75670, hereinafter referred to as "City", and James Willis, 601 Bean Ave., Kilgore, Texas 75662, collectively hereinafter referred to as "James Willis", upon the following terms, conditions, and agreements:

Recitations

WHEREAS City owns the Southside Wastewater Treatment Plant, a municipal wastewater treatment plant; and

WHEREAS City desires to contract James Willis to operate the Wastewater Treatment Plant and train staff accordingly in how to do so; and

WHEREAS James Willis is capable and willing to provide the services; and

WHEREAS City and James Willis desire to enter into this agreement for the services that James Willis can provide; and

NOW THEREFORE, the parties agree as follows:

1. James Willis's obligations. City hereby engages Willis as an independent contractor and James Willis agrees for the benefit of City to act as a Contracted Chief Plant Operator for the Southside Wastewater Treatment Plant, and will provide any and all management, supervision, knowledge, expertise and labor necessary to perform the aforementioned services, and harmonize its efforts with the other operations of the City, its employees, or its

other contractors in operating the Southside Wastewater Treatment Plant. James Willis will provide these services as needed for compliance with the requirements of the Texas Commission on Environmental Quality, and James Willis shall use his own discretion to decide what hours to work, but agrees to provide such time to the City as is necessary to keep the Southside Wastewater Treatment Plant in compliance with state and federal regulations.

2. City's Obligations and Expenses. In exchange for the services provided by James Willis in paragraph 1, City agrees to pay the hourly rate of \$50.00\HR for services provided by James Willis as well as Mileage to and from James Willis's residence in accordance with most recently published IRS rate (currently \$0.625\mile) within thirty days of being invoiced.
3. Independent Contractor: James Willis shall have the sole authority and responsibility for the work performed. James Willis shall maintain his own health insurance as he sees fit for himself, and will make payment of all appropriate taxes, including without limitation, self-employment taxes. James Willis will maintain, at his expense, all professional licenses and training necessary to complete the service anticipated in this contract.
4. Indemnity James Willis shall indemnify and save harmless the City and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of James Willis or its, his or her agents or employees, in the execution or performance of this contract.

The City shall not be liable or responsible for, and shall be saved and held harmless by James Willis from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of James Willis under this agreement, including claims and damages arising in whole or in part from the negligence of the City. It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by James Willis to indemnify and protect the City from the consequences of the City's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage or provided.

Initials of Willis

James Willis agrees to defend, at its/his/her own expense, and on behalf of the City and in the name of the City, any claim or litigation brought in connection with any such injury, death, or damage.

5. Standard of Performance: James Willis will perform work and/or services with due diligence and in a safe, competent and workmanlike manner. Should James Willis fail to perform the services called for within the time frame called for, City shall be entitled to terminate this contract, and in such event will owe no further payments to Willis under this agreement.

6. Laws, Rules and Regulations: James Willis agrees to comply with all laws, rules and regulations, federal, state and municipal which are now, or may in the future become, applicable to James Willis or James Willis's business, equipment and personnel engaged in operations covered by this Contract.
7. Termination. Either party to this agreement may terminate the agreement on fourteen days written notice.
8. Entire Agreement: This instrument contains the entire agreement of the parties concerning the services hereunder. It may not be changed orally, but only by an agreement in writing signed by both parties. This agreement shall be binding upon the parties hereto and their successors and assigns.
9. Miscellaneous:

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created in this Agreement are performable in Harrison County, Texas.

(b) This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement. This agreement may not be assigned by either party without the written agreement of all parties hereto.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Prior Agreements Superseded.

(d) This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

(e) No part of this agreement may be assigned by either party except with the other party's written consent.

10. Effective Date: This Agreement shall be in full force and effect from and after

_____.

EXECUTED IN MULTIPLE ORIGINAL COPIES this _____ day of _____, 2026.

The City of Marshall, Texas

By: _____

Authorized Representative

James Willis



TO: City Council
DATE: January 15, 2026
ITEM #: 6.E
SUBJECT: Consider approval of the purchase of 1 new 18" control valve for the Raw Water Pump Station (\$88,252.69). (Public Works)

Recommendation for Action: Motion to approve the purchase of 1 new 18" control valve for the Raw Water Pump Station from Ferguson Waterworks.

Executive Summary:

The City is in need of replacing pump control valves for the Raw Water Pump Station as this is an important piece of equipment that protects both the pump and the overall system during startup and shutdown. It helps prevent sudden pressure changes, known as water hammer, which can cause damage to pipes, valves, and pump equipment. The valve opens and closes gradually to control the flow of water, reducing stress on the system and helping it operate smoothly.

In addition, the pump control valve prevents water from flowing backward when the pump shuts off, which can lead to equipment damage and service disruptions. By maintaining stable system pressure and preventing hydraulic shock, the valve improves system reliability, extends the life of critical infrastructure, and reduces the likelihood of costly repairs and emergency maintenance.

Overall, the installation of a pump control valve supports safe, efficient operation of the system and helps protect the City's investment in its water infrastructure.

The lead time for this unit is currently estimated at approximately 16–20 weeks from the date of order. Due to this extended delivery timeframe, staff have begun preparing the necessary bid documents for installation. Once finalized and to ensure that the project can move forward without delay, these installation bids will be formally solicited in accordance with procurement requirements, allowing installation to proceed promptly upon delivery of the equipment.

3 quotes were submitted to the City for review:

1. Ferguson Waterworks - \$88,252.69
2. Municipal Valve & Equipment Company - \$90,350
3. RBIS, LLC. - \$97,821

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

Budget Cost: \$88,252.69

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments:

1. 2606_001
2. 2607_001

3. 2608_001

Deliver To:	
From:	Richard Cunningham chase.cunningham@ferguson.com
Comments:	

13:20:27 JAN 07 2026

FERGUSON WATERWORKS #788
Price Quotation
Phone: 903-508-6341
Fax: 903-526-0003

Bid No: B617903
Bid Date: 12/10/25
Quoted By: RCC

Cust Phone: 903-934-7823
Terms: NET 10TH PROX

Customer: CITY OF MARSHALL
401 S ALAMO BLVD
MARSHALL, TX 75670

Ship To: CITY OF MARSHALL
401 S ALAMO BLVD
MARSHALL, TX 75670

Cust PO#:

Job Name: PUMP STN ROSS VLV

Item	Description	Quantity	Net Price	UM	Total
SP-R1844EC250	BUY BOARD# 706-23 LEAD TIME 16-20 WEEKS ROSS 18" MODEL 42WRS CTRL VLV	1	88252.690	EA	88252.69
	SUBTOTAL				88252.69
Net Total:					\$88252.69
Tax:					\$0.00
Freight:					\$0.00
Total:					\$88252.69

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=50029>





**MUNICIPAL VALVE
& EQUIPMENT COMPANY**

QUOTATION

Eric Ryals
4010 Billy Mitchell St.
Addison, Tx 75001

Date: December 9, 2025

TO Cory Owens
City of Marshall, Tx
Owen.cory@marshalltexas.net
C: 903-934-7863

Salesperson	Job	Estimated Delivery	Price Validity
Eric Ryals eric@municipalvalve.com		18-20 Weeks	30 Days

Qty	Description	Unit Price	Line Total
1	18", Model 42WR-S-SO, Pump Control (Electric Check) Valve, With Emergency Quick Close Feature, ANSI Class 250# Flanges, Cast Iron Body & Covers (Conforming to ASTM Specification A-126, Class B), Bronze Internals (Conforming to ASTM Specification B-584), Globe Full-Ported Piston Style Construction, Rigid Red Brass Control Piping and Copper Alloy C Control Fittings, Internal/External NSF 61 Coating on all Ferrous Surfaces.	\$90,350.00	\$90,350.00
	Similar to Existing Valves Serial Numbers L99192, L99193, L99194, L99195 --> NO LIFT CHECK DESIGN <-- --> HIGH PRESSURE FITTINGS<-- --> Fiber Support Plate between main cups <-- Dual Micro Switch Type OP-AR 1 mounted 5% open 1 mounted 98% open Allen Bradley Pressure Switch - Model 836-c7A, mounted on control piping with union and shut off		
	The following internals are to be supplied in Stainless Steel: #11 - Stem, # 22 Seat Ring Fasteners, #24 Seat Ring, # 23 Bottom Cylinder and cylinder fasteners External Emergency Close Feature: 1" Control piping - Heavy Wall Red Brass with Stainless Steel Check Valves		

DELIVERED TO JOBSITE/YARD

- Shipment is via UPS/LTL Truck ground service unless otherwise requested
- All LTL Truck shipments via an enclosed trailer with the consignee responsible to unload goods from the nose of a 53 foot trailer.
- Tailgate deliveries, flatbed deliveries and 24 /48 hr prior notification are not included and will warrant an additional charge if requested
- Payment is due Net 30 days upon invoice date

Subtotal

Sales Tax

Total

\$90,350.00



RBIS, LLC.



PO Box 1364 ~ Texarkana, Tx. 75504
Phone: (903) 701-3110 or (903) 701-3111
Fax: (870)-772-0654
bk.rbis@gmail.com

PROPOSAL TO FURNISH PUMP 2 ROSS CONTROL VALVE AT RAW PS

December 10, 2025

Corey Owens
City of Marshall, Texas
401 South Alamo Blvd
Marshall, Tx. 75671

Phone: 903-934-7863
Mbl: 903-578-3867

Job Name: **Furnish New Pump #2 Ross Control Valve**
Job Location: **Marshall, Tx. – Raw Water Pump Station**

RBIS, LLC proposes to furnish a new Ross Pump Control Valve for Pump #2 at the Marshall Texas Raw Water Pump Station, per your request.

Description: 18", Model 42WR-S-SO, Pump Control (Electric Check) Valve, With Emergency Quick Close Feature, ANSI Class 250# Flanges, Cast Iron Body & Covers (Conforming to ASTM Specification A-126, Class B), Bronze Internals (Conforming to ASTM Specification B-584), Globe Full-Ported Piston Style Construction, Rigid Red Brass Control Piping and Copper Alloy C Control Fittings, Internal/External NSF 61 Coating on all Ferrous Surfaces.
Frieght Included to Marshall Texas

Total Quoted Price for Ross Control Valve - \$97,821.00

Exceptions: Exclusions:

Installation of Valve
Electrical Work of Any Kind
Concrete Work/Repair of Any Kind

Bonds & Permits

Payment to be made as follows:

Due upon completion.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner, according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance.

Note: We reserve the right to withdraw this proposal if not accepted within 30 calendar days.

RBIS, LLC., Authorized Signature _____

Acceptance of Proposal: The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____



TO: City Council
DATE: January 15, 2026
ITEM #: 6.F
SUBJECT: Consider approval of the completed project and release of retainage for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed \$6,113.60. (Facilities)

Recommendation for Action: The Facilities Department requests approval of the completed project and release of retainage for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed \$6,113.60.

Executive Summary:

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 of our city's facilities as we continue to serve our citizens and guests. Some of this year's challenges brought about strains on our budget, mainly directed toward issues with aging equipment. However, the pedestals have become a safety concern for 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.

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

Budget Cost: \$6,113.60

Staff Contact: Reggie Cooper

Attachments:

1. 11-24-25 LFA4 Ent Invoice 1168
2. 10-6-25LFA4 Contract_Pedestals Arena

Commercial Construction Contract
Terms

Date: 10/6/25

Owner: The City of Marshall, Texas

Owner's Mailing Address:

The City of Marshall, Texas
401 S. Alamo
Marshall, Texas 75670
Harrison County

Contractor: LFA4 Enterprise, LLC , or it's assigns.

Contractor's Mailing Address:

LFA4 Enterprise, LLC,
279 Cr 4791
Atlanta, Texas 75551,

Property:

As described in Exhibit A attached hereto and made a part thereof.

Project Description: Improvements to Marshall Arena located in Marshall , Texas, according to attached plans and specifications dated August 13, 2025

Construction Terms

Contract Sum:

Stipulated sum: \$ 61, 136.00

Definitions

"Plans" means the plans and specifications dated August 13, 2025 for the construction (dated and initialed by Owner and Contractor), attached hereto as Exhibit A.

"Improvements" means the improvements to be constructed on the Property according to the Plans.

The "Work" means the physical activities, materials, and equipment relating to the

Commercial Construction Contract: Page 1

construction of the Improvements.

"Commencement Date" means on or before October 1, 2025

"Completion Date" means the date of Substantial Completion and notice to Owner, but not later than October 31, 2025, unless extended by the terms of the Contract Documents, force majeure delays, or other delays not within Contractor's control.

"Concealed Conditions" means preexisting physical conditions situated below the surface of the ground, or concealed or unknown conditions in an existing structure, at variance with the conditions indicated in the Contract Documents or differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

"Contract Documents" means this commercial construction contract, the Plans, warranty documents, and any other documents governing the Work (collectively, the "Contract").

"Payment Deadline" means 2:00 P.M. on the tenth (10th) business day after Contractor's request for payment is received by Owner.

"Scope of Work" means the Work covered by the Contract Documents.

"Substantial Completion" or "Substantially Complete" means a certificate has been issued in which the parties stipulate the Improvements have been completed in accordance with the Plans and are fit for their intended use except for minor "punch list" items, which are typically completed or cured following the taking of possession by Owner.

Precommencement Matters

A. Contractor agrees to-

1. Provide certificates of insurance.
2. Obtain Contractor's risk insurance coverage for casualty loss and public liability in the amount of \$ \$61,136.00 , to protect Contractor and Owner.
3. Provide water and electricity to the Property as needed for the Work.
4. CONTRACTOR shall at CONTRACTOR's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONTRACTOR shall not commence work under this contract until CONTRACTOR has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall CONTRACTOR allow any subcontractor to commence work on his or her own subcontract until all similar

Commercial Construction Contract: Page 2

insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

A. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.

B. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONTRACTOR's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.

C. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.

D. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

Except for Worker's Compensation, the policy shall name City as an additional insured as to all applicable coverage. The additional insured shall extend to premises/operations and products/completed operations. Each policy will require that thirty (30) days prior to the cancellation of coverage, notice thereof shall be given to City to:

City of Marshall
City Manager
PO Box 698
Marshall, Texas 75671

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. CONTRACTOR shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

E. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

F. CONTRACTOR agrees to the following: 1. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the

intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies. 2. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of CONTRACTOR. 3. Approval, disapproval or failure to act by City regarding any insurance supplied by CONTRACTOR (or any subcontractors) shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONTRACTOR from liability.

G. CONTRACTOR shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Marshall
City Manager
PO Box 698
Marshall, Texas 75671

B. The following are stipulated:

1. *Change Orders.* Contractor is under no duty to make any changes in the Plans requested by Owner without a written change order, executed by both parties.

2. *Consumer Products.* "Consumer Products," as defined by the Federal Trade Commission, are excluded from Contractor's warranty only to the extent individual manufacturers' warranties are passed through Contractor and assigned to Owner, with a copy received by Owner. Contractor assigns and passes through to Owner the manufacturers' warranties on all appliances and equipment. In the case of passed-through and received manufacturers' warranties on Consumer Products, Owner's recourse is directly to the manufacturer, and Contractor will have no responsibility for them, except for problems relating to Contractor's installation and hookup of the items.

3. *Consult Your Attorney.* This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of any part of the Contract Documents, consult your attorney BEFORE signing.

Following Completion of Pre-commencement Matters

A. Contractor agrees to-

Commercial Construction Contract: Page 4

1. Commence the Work on or before October 1, 2025
2. Diligently prosecute the Work to completion and substantially complete the Work according to the Plans by the Completion Date.
3. Pay all valid bills and charges, less ten percent (10%) retainage, to any subcontractor for material or labor relating to the Improvements.
4. Keep the Property free from claims of liens for labor or material arising directly through Contractor, except that Contractor may reasonably dispute any claim.
5. Assist Owner in signing and filing an Affidavit of Commencement, if needed, in accordance with the Texas Property Code.
6. Provide all materials necessary for the construction except as specifically agreed in writing by the parties.

B. Contractor agrees not to delay the work.

C. Owner agrees to-

1. Pay to Contractor the Contract Sum, disbursed according to the contract terms, no later than the Payment Deadline. If Owner withholds payment on any specific item, then Owner shall deliver to Contractor written notice, on the same timetable as payment, on each specific item not accepted, with specific reasons and reasonable requirements stated for curing the non-acceptance. Owner shall not be required to pay more than the percentage of progress of the work (less ten percent (10%) retainage). Contractor shall submit invoices for services rendered, based upon the value of the services provided as set forth in the June 19th, 2025 scope of work attached hereto as Exhibit A. Owner shall make payments in the amount shown by Contractor approved invoices by the Payment Deadline. The retainage shall be released upon formal acceptance of the completed project by the Owner. Nothing contained in this Contract shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Contract. Owner will not be required to make any payments to CONTRACTOR when CONTRACTOR is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which Owner may have if CONTRACTOR is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONTRACTOR will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports

2. Provide the following materials in advance of the Commencement of the project:
55 Pedestals and one dumpster for debris removal.

Commercial Construction Contract: Page 5

D. Owner agrees not to-

1. Communicate directly with laborers about the Work.
2. Delay or interfere with the progress of the Work.

E. Contractor and Owner agree that-

1. If Owner, at any time before or during the progress of the Work, wants any modifications made to the Plans ("Changed Work"), Owner will request in writing that Contractor undertake the Changed Work. If Contractor agrees to do the Changed Work, Contractor shall submit to Owner an estimate of the cost of the Changed Work and an extension of the Completion Date to reflect the additional time required for completing it. All additional work for which Owner may be charged shall only be performed upon the execution by both parties of a written change order. If a written change order is not obtained prior to performance of the work, all work shall be deemed to be work originally contemplated hereunder. If a preapproved written change order is not obtained, Contractor may submit to Owner the notice of change order and extension of time in writing, and the failure of Owner to make written objection within ten days of the notice is conclusively deemed approval by Owner. The Contract Sum and the Completion Date will be subject to being adjusted as set forth in the written agreed change order.

2. Should Contractor encounter Concealed Conditions, the Contract Sum will be equitably adjusted by change order on claim by either party made within twenty days after notice by Contractor to Owner of the Concealed Conditions.

3. Contractor occupies the status of an independent contractor, as that term is defined in the construction industry.

4. Unless otherwise specifically provided, reference to any equipment, material, article, or patented process by trade name, make, or catalog number is regarded as establishing a standard of quality and is not construed as limiting competition. Contractor may, at Contractor's option, use any equipment, material, article, or patented process that is substantially equal to that named.

5. Contractor has the right to subcontract any part or all of the Work, but shall be responsible for the performance of the work.

Following Substantial Completion

A. Contractor agrees to-

Commercial Construction Contract: Page 6

1. Remove debris and surplus materials occasioned by the Work.
2. Notify Owner on Substantial Completion of the Work and file an affidavit of completion in the real property records of the county in which the Property is located.
3. Deliver possession of the Improvements to Owner on the day following the later of Substantial Completion or final payment to Contractor of the Contract Sum.
4. Release the Work and Property from all claims, including claims of subcontractors and materialmen, on receipt of final payment.

B. Owner agrees to-

1. Pay to Contractor the final payment of the Contract Sum, including retainage thirty (30) days after completion, including all amounts due under the Contract Documents, upon the receipt of lien waivers or releases from all subcontractors and materialmen.
2. Sign and file for record within five days after Substantial Completion a notice of substantial completion and acceptance.

C. Owner and Contractor agree that Owner's acceptance of possession will be conclusively presumed to constitute Owner's acceptance of the Improvements as Substantially Complete and inhabitable.

Default and Termination

1. *Precommencement Matters.* If the Precommencement Matters have not been completed within ten days from the Contract Date, Owner or Contractor may unilaterally terminate this Contract by written notice within twenty days from the Contract Date, in which case this Contract will terminate, and the performing party is entitled to recover reasonable out-of-pocket costs from the nonperforming party.

2. *Owner's Default.* Each of the following constitutes a material breach of this Contract by Owner ("Owner's Default"): (a) failing to fully and timely perform any covenant of Owner under this Contract; (b) making any representation to Contractor found to be materially false, misleading, or erroneous; and (c) substantially breaching any of Owner's obligations under this Contract.

3. *Contractor's Default.* Each of the following constitutes a material breach of this Contract by Contractor ("Contractor's Default"): (a) delaying the Work such that the progress of

Commercial Construction Contract: Page 7

the Substantial Completion of the Improvements falls more than ten days behind the time shown for completion of the Work; (b) failing to fully and timely perform any covenant of Contractor under this Contract; (c) making any representation to Owner found to be materially false, misleading, or erroneous; and (d) substantially breaching any of Contractor's obligations under this Contract.

4. *Remedies.* If one party defaults, and the default is not cured within ten days of written notice specifically describing the default in addition to all other applicable remedies for breach of contract, this Contract may be terminated by written notice from the nondefaulting party to the defaulting party. In addition, if the defaulting party is the Contractor, Owner may take over the work after termination and Contractor shall be liable for any additional reasonable costs by Owner to complete the work. Unless extended as allowed hereunder, if the work is not completed by the Completion Date, Contractor shall be liable to Owner for liquidated damages of Five Hundred and No/100 Dollars (\$500.00) for each day after the Completion Date.

Miscellaneous Provisions

1. *Agreement of Parties.* The Contract Documents, together with any attachments, constitute the entire agreement of the parties, and there are no oral agreements.

2. *Amendment of Contract.* This Contract may be amended only by an instrument in writing signed by the parties.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court and other costs, and related expenses.

4. *Binding Effect.* This Contract binds, benefits, and may be enforced by the parties and their respective representatives, successors in interest, and, if permitted, their assigns.

5. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

6. *Venue.* Venue is exclusively in Harrison County, Texas

7. *Notices.* Any notice required or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Commercial Construction Contract: Page 8

8. *Time* Time is of the essence. Unless otherwise specified, all references to days mean calendar days. Business days exclude all Saturdays, Sundays, and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national holiday, that obligation is performable on the next business day.

9. *Indemnification.* CONTRACTOR does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONTRACTOR as well as any negligent omission, act or error of CONTRACTOR, its officials, officers, agents, employees and invitees, or other persons for whom CONTRACTOR is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONTRACTOR and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of CONTRACTOR or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or CONTRACTOR.

10. *Conflict of Interest.* CONTRACTOR covenants and agrees that CONTRACTOR and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR.

11. *Equal Opportunity Employment.* CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

12. *HUB Businesses.* In performing this contract, CONTRACTOR agrees to use diligent efforts to purchase all goods and services from Marshall businesses whenever such goods and services are comparable in availability, quality and price. As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership

of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the CONTRACTOR agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

13. *Anti-Boycott Provision.* Anti-Boycott Israel Provision. Pursuant to Chapter 2271 of the Texas Government Code, the CONTRACTOR verifies by signing this Contract that the CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Contract. Anti-Boycott Energy Companies Provision. Pursuant to Chapter 2276.02 of the Texas Government Code, CONTRACTOR verifies by signing this Contract that CONTRACTOR does not boycott energy companies and will not boycott energy companies during the term of this Contract. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Pursuant to Chapter 2274.002 of the Texas Government Code, CONTRACTOR verifies by signing this Contract that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

14. *Assignment by Contractor.* This contract may not be assigned without restriction by Contractor without the written consent of Owner.

15. *Severability.* If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. When the context requires, singular nouns and pronouns include the plural

The City of Marshall, Texas, A Home Rule
Municipality

By:


Melissa Vossmer, City Manager

LFA4 Enterprise, LLC , a Texas limited liability
company

By: Frank Allday, IV
Frank Allday, IV Managing Member and
Authorized Representative



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

8/13/2025

Jerry Davis
City of Marshall, Tx.

RE: Marshall Arena- Electrical and Plumbing Work

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

Mr. Davis,

Thank you for the opportunity to bid the following work:

*Plumbing- install approximately 1,000 feet of 1 1/2 inch water line from the existing water service to 55 RV locations. Shut off valve and valve box will be installed to each RV electrical pedestal. Piping will transition to PEX above ground and will be strapped to the pedestal. Cladding will be installed around insulation to prevent sun damage.

*Electrical- Removal of all old existing RV pedestals. Installation of 55 new RV pedestals supplied by the City of Marshall. Six-200 AMP Raintight Outdoor Disconnects. Each pedestal will have 2 bags of sakrete poured at the base of each pedestal. All wiring to new pedestals will be wired with PVC conduit and electrical wire. 1-20 ft. wooden pole with two LED parking lot floodlights. Removal of existing debris from old pedestals placed in dumpster provided by the City of Marshall.

Bid Price- \$61,136.00

Please contact me with any questions.

Respectfully submitted,


Frank Allday IV



TO: City Council
DATE: January 15, 2026
ITEM #: 8.A
SUBJECT: Conduct a Public Hearing and consider approval of an ordinance Amending Ordinance No. 0-87-13 to rezone Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). (Planning)

Recommendation for Action: Following the public hearing, consider approval of an ordinance rezoning Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business).

Executive Summary: On December 8, 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 Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). Following the public hearing and discussion, a motion was made to recommend the rezoning request to City Council for approval. The motion was seconded and passed by a vote of 5:0.

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

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

Budget Cost:

Staff Contact: Thomas Forrest, Interim Planning & Development Services Director

- Attachments:**
1. Z-25-10 Lake Street (P&Z Packet)
 2. Response Letter - Lake St Rezone
 3. ORD-O-26-XX-Lake Street (Z-25-10)

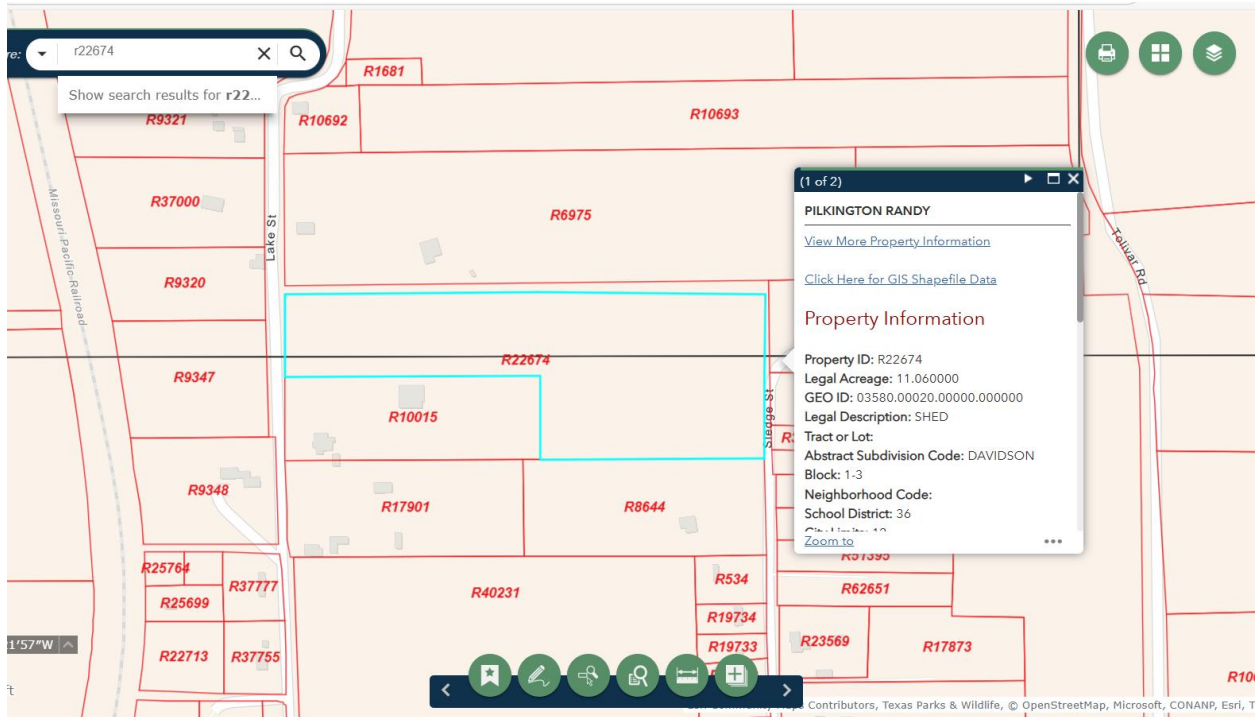


P&Z Agenda Information Sheet

December 8, 2025

- A. Z-25-10: Rezone Block 1, a +/- 5.07 acre portion of Parcel ID R22674, a +/- 11.060 acre, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business) for Commercial Use.

Applicant:	Randy Pilkington 3566 DRISKELL BRIDGE RD Harleton Tx 75651
Property Owner	Randy Pilkington 3566 DRISKELL BRIDGE RD Harleton Tx 75651
Location Map:	



Background & Summary of Request:

The applicant is requesting approval of a zoning change to allow for commercial uses. This is in an area that is still rural in nature. There has been several rezoning requests approved for commercial uses east of the subject property.

Picture of the Site:

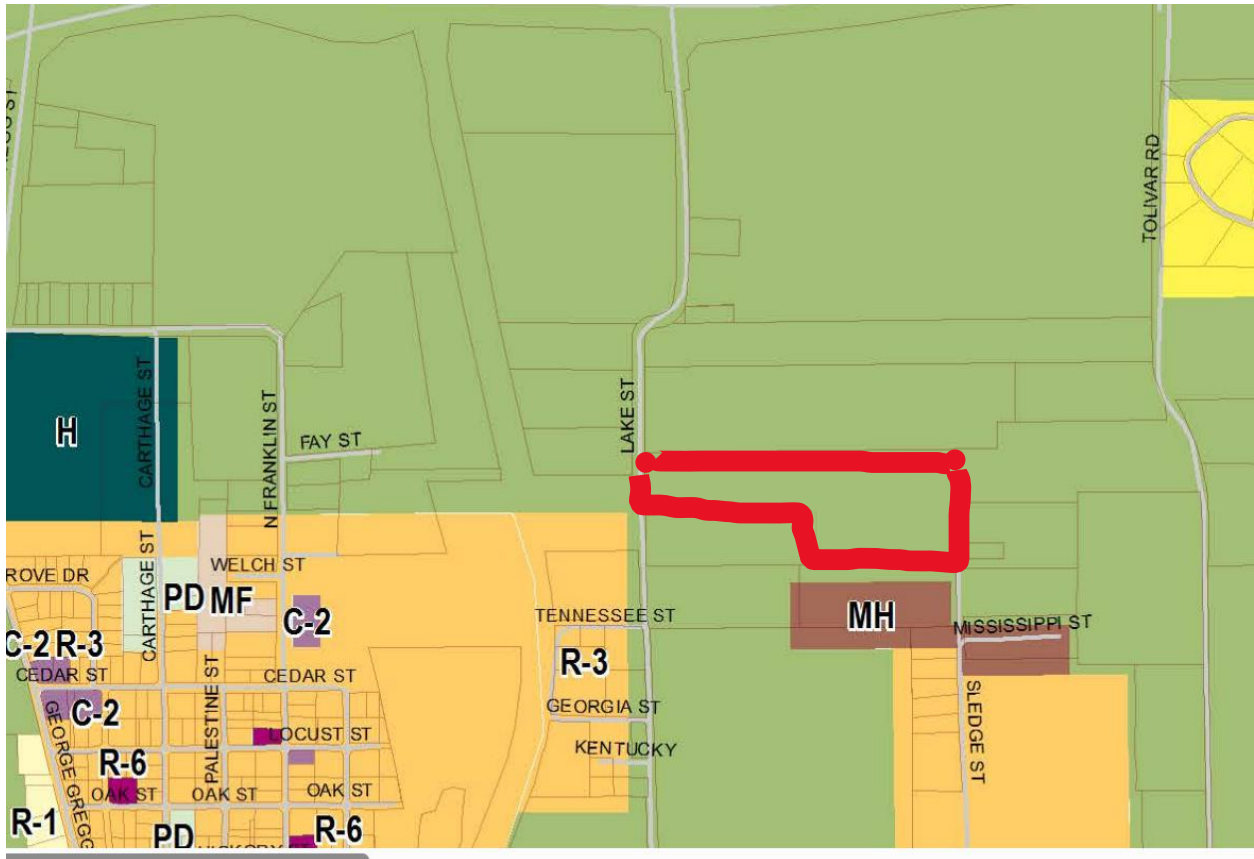


Existing Conditions:

Property is currently has no constructed structures. Property is zoned A&E (Agriculture and Estate) as is all of the adjacent properties..

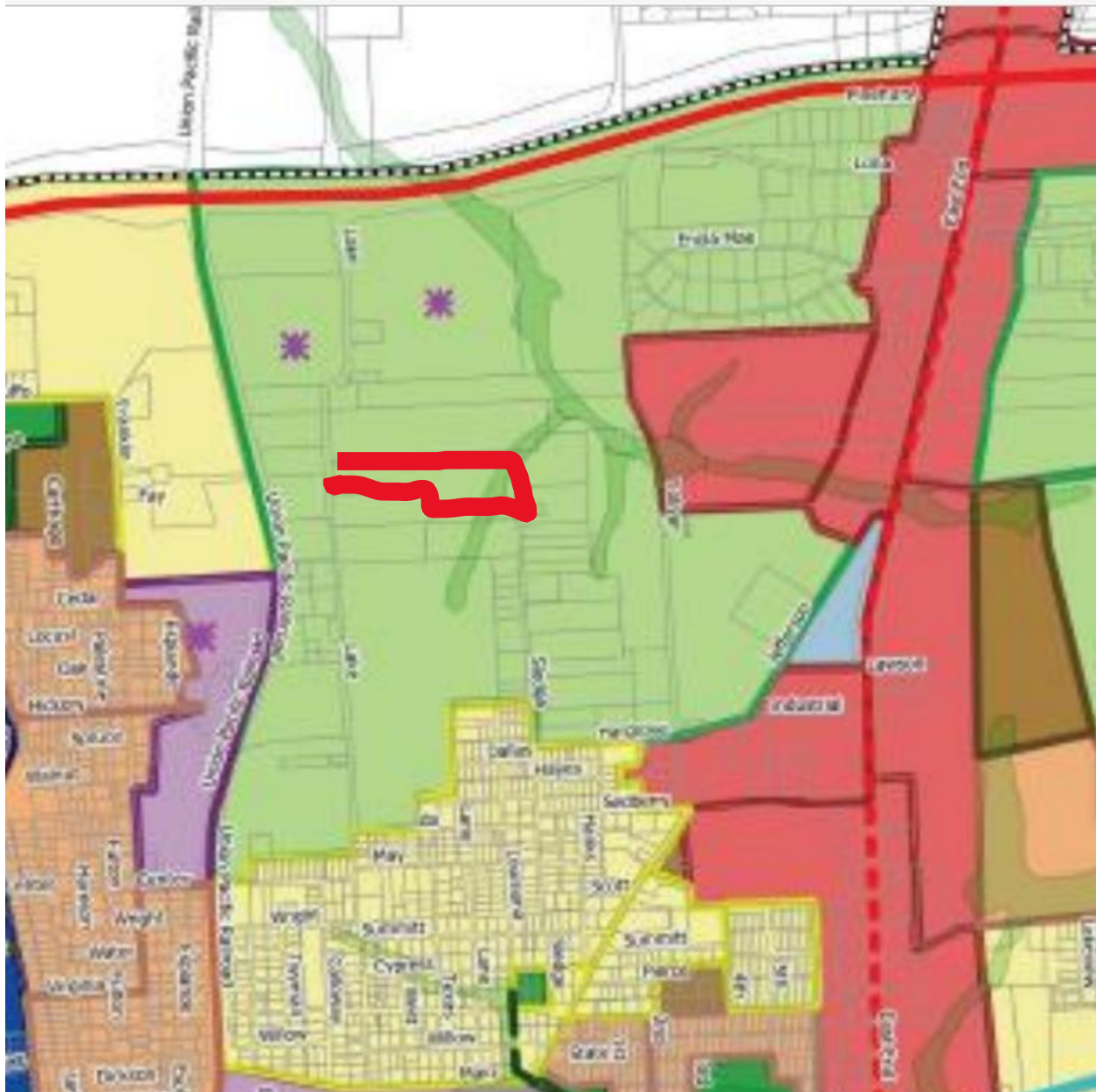
Utilities are available to the site.

Existing Zoning:



The City has received one letter in opposition to the zoning request. Opposition is primarily directed to the change in use from rural residential to commercial. This is pretty typical of fringe development and the Commission should look closely to the impacts of the requested change.

Comprehensive Plan and Future Land Use Map Analysis: The Future Land Use map identifies this property as Rural Area. The request is not consistent with the Future Land Use Map. However, given the proximity to the outer loop, Commercial is consistent with development patterns in Marshall.



Reccomendation:

1. Staff recommends approval of this request to change from AE to C-3.

CASE NUMBER/NAME: Z-25-10/Lake Street

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, 12/8/25** at 6:00 p.m. and before the City Council on **THURSDAY, 1/8/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

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

I have lived in this area for 42 years. It has always been a residential neighbor, and it's a good quiet area except for the occasional speedster. I'm not sure what the business end of it is, but I'm a caregiver and cannot attend the meetings. But I AM AGAINST the zoning change

B. J. Fields Countee

Name (Please print)

B. J. Fields Countee
Signature

2502 Lake St
Mailing Address

903-403-1774
Phone #

12-5-25
Date

ORDINANCE NO _____

An Ordinance Amending Ordinance No. 0-87-13 to rezone Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business).

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 in Marshall, Texas at City Hall on the 8th day of December, 2025 at 6:00pm the 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 15th day of January, 2026 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS THAT:

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

Section 2. THAT THE ZONING MAP ESTABLISHED BY ORDINANCE NO. 087-13 IS HEREBY AMENDED TO REZONE BLOCK 1, AN APPROXIMATELY 5.07 ACRE PORTION OF PARCEL ID R22674, AN APPROXIMATELY 11.060 ACRE TRACT OF LAND, BLK 1-3, SUBD DAVIDSON, SHED, IN THE 2500 BLOCK OF LAKE STREET FROM A-E (AGRICULTURE & ESTATE) TO C-3 (GENERAL BUSINESS).

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 _____ day of _____, 2026.

AYES: ____

NOES: ____

ABSTAINED: ____

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: January 15, 2026
ITEM #: 9.A
SUBJECT: Consider approval of an ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances of the City of Marshall, Texas, repealing and amending certain sections regarding garbage and increasing the solid waste collection and disposal fees; finding that the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act; repealing all ordinances in conflict herewith; and establishing an effective date of February 1, 2026.

Recommendation for Action: Approve Ordinance # _____, amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances of the City of Marshall, Texas, repealing and amending certain sections regarding garbage and increasing the solid waste collection and disposal fees; finding that the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act; repealing all ordinances in conflict herewith; and establishing an effective date of January 15, 2026.

Executive Summary: On September 11, 2025, City Council approved an amendment to the Solid Waste Collection and Disposal, and Recycling Material Collection and Processing Contract with Republic Services. The amendment became effective January 1, 2026, and is the first year of the five-year renewal period. The amendment provides for an annual rate adjustment based on the Consumer Price Index for All Urban Consumer - Water, Sewer, and Trash Index (US City Average).

As discussed during the FY26 budget meetings, staff has determined that an increase in the current rates for solid waste collection services is necessary to cover the City's costs of providing these services. It is now time to take the action to increase the rates for FY26. The attached ordinance amends certain sections of Chapter 14, Garbage Trash and Weeds, of the Code of Ordinances and increases the solid waste collection and disposal fees.

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

Budget Cost:

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

Attachments: 1. O-26-XX Amend Ch 14 Garbage trash weeds rate increase

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, GARBAGE, TRASH, AND WEEDS OF THE CODE OF ORDINANCES OF THE CITY OF MARSHALL, TEXAS, REPEALING AND AMENDING CERTAIN SECTIONS REGARDING GARBAGE AND INCREASING THE SOLID WASTE COLLECTION AND DISPOSAL FEES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS CONDUCTED IN STRICT COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026.

WHEREAS, Chapter 363 of the Texas Health and Safety Code and Section 80 (15) of the City Charter of the City of Marshall, Texas, authorizes the City Council to regulate the collection, transportation and disposal of solid waste within the corporate City limits of Marshall, Texas; and,

WHEREAS, the City's solid waste contractor, Republic Services, has increased its fees and rates of service to the City in accordance with the current Solid Waste Contract; and,

WHEREAS, the City Council finds and determines that an increase of the current rates for solid waste collection is necessary in order to accurately compensate the City for its costs of providing this service; NOW, THEREFORE,

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

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

Section 2. That Article I of Chapter 14, Section 14-9, 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 14-9, Chapter 14 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

"Sec. 14-9. Rates for city collection - all rates will be assessed sales tax:

(a) The following rates shall be charged for each monthly period to all customers of the garbage collection of the system of Marshall based on the attached rate sheet.

MARSHALL RATE SHEET

(Effective February 1, 2026)

Initial Year of Five (5) Year Renewal

I. RESIDENTIAL RATE SCHEDULE –Residential Carts:

A. Automated Solid Waste & Recycling Collection – Residential

96 gallon rolling cart — City Resident \$ 17.78/Monthly Per Unit
 Once per week Residential Collection
 Once per week Brush/Bulky Collection
 Extra Carts — Limit of 4 per Residential Unit \$ 3.25 /Extra Monthly Fee Ea.
 **Weekly Bulk/Brush Limited to 3 Cu. Yds.

***No Side Trash Allowed Cart Contents Only**

II. COMMERCIAL CART RATE SCHEDULE

Rolling cart service — Automated (For business with less than two (2) yards of trash per week):

A. One Cart \$27.98/Monthly Per Unit
 B. Two Carts \$36.08/Monthly Per Unit
 C. Cart Service Downtown \$39.57/Monthly Per Unit
 Five (5) times per week (Four days Trash Service & One Day Recycling)
 South of Grand Avenue;
 West of Lafayette Street;
 North of Bowie Street;
 East of Franklin Street

III. FRONT LOAD CONTAINERS RATE SCHEDULE

Size/ Freq.	1X\WK	2X\WK	3X\WK	4X\WK	5X\WK	6X\WK	Extra pickup
2 yd	\$80.32	\$139.77	\$221.26	\$282.01	\$333.24	\$391.94	\$36.80
3 yd	\$115.37	\$200.53	\$285.90	\$382.21	\$468.36	\$537.91	\$51.54
4 yd	\$148.47	\$258.12	\$365.84	\$487.39	\$594.23	\$692.34	\$66.27
6 yd	\$205.84	\$355.26	\$500.91	\$650.19	\$815.17	\$927.04	\$80.99
8 yd	\$254.55	\$431.30	\$530.94	\$784.11	\$971.21	\$1,048.04	\$95.71

Monthly - 4yd Compactor 1X/Week = \$ 517.52

Monthly - 6yd Compactor 2X/Week: \$778.85; 4X/Week: \$1,229.66; 6X/Week: \$2,158.75

IV. ROLL OFF CONTAINERS AND 42 YD COMPACTOR RATE SCHEDULE:

Delivery Fee: \$100.00

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	\$147.22	\$711.31
30 YD OPEN TOP	\$147.22	\$780.55
40 YD OPEN TOP	\$147.22	\$871.37
42 YD COMPACTOR	Negotiable	\$1,068.37

With respect to apartments and duplexes, where the owner provides reasonable space for and access to a bulk container, commercial-type service shall be provided by the city; otherwise, residential-type service shall be provided."

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

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

Section 5. That the repeal of any ordinance or portion of 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 6. 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 so determined to be invalid, it being the intent of the City Council 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 7. That this ordinance shall be effective on January 15, 2026 and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2026.

AYES: _____

NOES: _____

ABSTAINED: _____

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

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 10.A
SUBJECT: Consider approval of a resolution designating an official newspaper for the City of Marshall for Fiscal Year 2026. (City Secretary)

Recommendation for Action: Motion to approve the resolution designating the official newspaper for the City of Marshall for Fiscal Year 2026.

Executive Summary: The City of Marshall, Texas is required annually to designate the official newspaper of said city to be in compliance with Section 52.004 of the Texas Local Government Code. It is our recommendation to utilize the Marshall News Messenger as the official newspaper for publication requirements within the various departments.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. R-26-01 Newspaper Designation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF MARSHALL FOR FISCAL YEAR 2026.

WHEREAS, in accordance with Section 52.004 of the Texas Local Government Code, the City of Marshall, Texas is required annually to designate the official newspaper of said city; and

WHEREAS, the City Council finds that the MARSHALL NEWS MESSENGER is a public newspaper of general circulation qualified under Section 52.004 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall, Texas designate the Marshall News Messenger, whose physical address is 100 North Bolivar Street, Suite 301, Marshall, Texas as the official newspaper of the City of Marshall, Texas for fiscal year ending December 31, 2026.

PASSED, APPROVED AND ADOPTED this 15th day of January 2026.

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

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 10.B
SUBJECT: Consider approval of a resolution denying Southwestern Electric Power Company’s request for approval of its proposed “electric service – large load contract” tariff; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities and authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (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. Dkt58796-Resolution-Denial-CARD-RESOLUTION-AIS-Final-010426
 2. Dkt58796-Resolution-Denial-CARD-RESOLUTION-DENIAL-Final-010426

AGENDA INFORMATION SHEET
ITEM NO. _____

RESOLUTION BY THE CITY OF _____
("CITY") DENYING SOUTHWESTERN ELECTRIC
POWER COMPANY'S REQUEST FOR APPROVAL OF
ITS PROPOSED "ELECTRIC SERVICE – LARGE LOAD
CONTRACT" TARIFF; REQUIRING THE
REIMBURSEMENT OF MUNICIPAL RATE CASE
EXPENSES; AUTHORIZING PARTICIPATION IN THE
COALITION OF SIMILARLY SITUATED CITIES AND
AUTHORIZING INTERVENTION AND
PARTICIPATION IN RELATED RATE PROCEEDINGS;
AUTHORIZING THE RETENTION OF SPECIAL
COUNSEL; FINDING THAT THE MEETING COMPLIES
WITH THE OPEN MEETINGS ACT; MAKING OTHER
FINDINGS AND PROVISIONS RELATED TO THE
SUBJECT; AND DECLARING AN EFFECTIVE DATE

**PROPOSED NEW TARIFF FOR LARGE-LOAD
CUSTOMERS:**

On about October 6, 2025, communicated to the City *via e-mail* that on about October 3, 2025, it had filed with the Public Utility Commission of Texas (PUCT) an application seeking approval of a tariff it calls its "Electric Service – Large Load Contract" (ES-LL Contract).

SWEPCO historically has notified the City of new rate filings in writing via a hard copy submittal to the City's offices, usually to the City Clerk and/or the City Secretary. Consequently because SWEPCO did not follow its usual mode of notifying the City of its filing, many CARD cities were not aware of SWEPCO's proposed ES-LL Contract.

Following a series of communications between CARD's Special Counsel and SWEPCO's attorneys, SWEPCO agreed to amend its application to clarify it was seeking the City's approval of the ES-LL Contract rate and to expressly state a proposed effective date for its proposed new tariff. In its amended request SWEPCO proposes an effective date of February 2, 2026.

Thus, the City must take action on SWEPCO's request by no later than February 2, 2026.

DRIVERS FOR NEW TARIFF ACCORDING TO SWEPCO:

SWEPCO contends it needs the new ES-LL Contract tariff because:

1. Its existing “Contract for Electric Service” is not designed for the large loads expected to come online in SWEPCO's Texas service area in the coming years;
2. The proposed new ES-LL Contract is necessary to provide terms of service to these anticipated large load customers, while ensuring existing customers and the Company are protected against the inherent risks associated with these loads;
3. New customers may significantly increase SWEPCO's Texas retail load, and correspondingly, require it to make sizeable infrastructure investments to provide service;
4. The financial commitments required of potential large load customers in the proposed ES-LL Contract reasonably recognize and align with the financial commitments that will be required by SWEPCO to provide these customers' service in the future and the ES-LL Contract rate will position the Company to make the financial commitments associated with the system improvements and additions that will be required to reliably and adequately serve the Company's expanded needs of its system.

CITY ACTION REQUIRED BY FEBRUARY 2, 2026:

The City must take action by no later than **February 2, 2026**, SWEPCO’s proposed effective date. Based on SWEPCO’s proposed effective date as filed, if the City does not take action by **February 2, 2026**, SPS’ ES-LL Contract rate as filed will be deemed approved by operation of law.

REPRESENTATION AND PARTICIPATION IN CARD:

The law firm of Herrera Law and Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the City and its participation in the coalition of cities named the “Cities Advocating Reasonable Deregulation” (“CARD”) in rate matters involving SWEPCO, including SWEPCO’s pending general rate case and previous distribution, transmission, and fuel cases. The accompanying Resolution authorizes retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the CARD coalition.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS:

SWEPCO filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas (“Commission”). It is crucial to participate in these proceedings because the Commission’s decisions will impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission’s decision.

RATE CASE EXPENSES:

The Cities Advocating Reasonable Deregulation’s (“CARD”) reasonable rate case expenses are subject to reimbursement by the Company.

RECOMMENDATION:

DENY SWEPCO’S PROPOSED NEW CONTRACT RATE.

SWEPCO’s proposed new contract rate, the Electric Service – Large Load Contract, presents a complex set of ratemaking issues.

First, SWEPCO’s proposal is the epitome of “piecemeal” ratemaking. Generally, as a matter of sound public policy, piecemeal ratemaking is disfavored, and arguably precluded by the Public Utility Regulatory Act (PURA). Approval a single-item rates precludes the regulatory authority from being able to review whether the proposed rate is reasonable in light of the utility’s *overall* costs, investments, and revenue from sales of electric service, and whether the single-issue rate recovers cost fairly from the cost causer.

Additionally, SWEPCO’s ES-LL Contract rate is premised on load that does not yet exist, and demand that SWEPCO forecasts to be well above what it typically sees in year-over-year change in demand for electricity. Because the terms of the new contract and the corresponding rates are premised on projections, there is significant risk to ratepayers that the load will not materialize, leaving existing ratepayers to pay for any additions to SWEPCO’s infrastructure (from generation to distribution facilities).

For example, in terms of the risk to ratepayers:

- SWEPCO’s average peak demand is 4,900 MWs and SWEPCO projects that these new, large loads SWEPCO projects would each be approximately 5%-10% of SWEPCO’s total system peak, suggesting potentially material increases in generation and transmission costs.
- Although perhaps an oversimplified example, if one new large-load customer executes a contract for 500 MWs of power and ultimately goes bankrupt or cancels its contract before the end of the term of its contract, this potentially will leave stranded costs to be recovered from the remaining customers. That is just one customer. For scale, many of the artificial intelligence (AI) datacenters are 250MW or more.
- SWEPCO’s ES-LL Contract tariff does not address stranded costs in full. SWEPCO admits that these new investments will have a depreciable “life” longer than the 12-year contract term SWEPCO proposes, but offers no resolution to the

stranded costs to match the term of the contract to the depreciable life of assets added to meet the new large-load demand.

- SWEPCO’s proposed new ES-LL Contract rate makes no mention of cost allocation or assigning of these new marginal costs incurred to solely serve the new large-load customers. Any costs not directly assigned to these contracts and customers is allocated to the broader system.

Given these risks to ratepayers, and because the PUCT may address SWEPCO’s request in an expeditious manner, it is crucial for CARD to fully participate in the proceedings at the PUCT as early as possible.

Thus, though often CARD’s Special Counsel recommends a “suspension” of the utility’s proposed effective date for changes in rates, given the likely expedited treatment the PUCT may give SWEPCO’s application, CARD’s Special Counsel recommends the City deny SWEPCO’s proposed new tariff, the “Electric Service – Large Load Contract,” so that CARD may sooner and more efficiently and more fully, participate in the proceedings at the PUCT.

Note that denial of SWEPCO’s request means that SWEPCO will file an appeal to the PUCT of the City’s action. In the proceedings before the PUCT, CARD will more fully evaluate the merits of SWEPCO’s proposal with the goal of ensuring a fair rate for large-load customers and to all other customers.

The City must take action by no later than February 2, 2026. If the City does not take action by February 2, 2026, SWEPCO’s proposed new tariff is deemed approved as of that date by operation of law.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF _____ (“CITY”) DENYING SOUTHWESTERN ELECTRIC POWER COMPANY’S REQUEST FOR APPROVAL OF ITS PROPOSED “ELECTRIC SERVICE – LARGE LOAD CONTRACT” TARIFF; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES AND AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Southwestern Electric Power Company (“SWEPCO” or “Company”) on about October 6, 2025, communicated via electronic mail that on about October 3, 2025, it had filed with the Public Utility Commission of Texas (PUCT) an application seeking approval of a tariff it calls its “Electric Service – Large Load Contract” (ES-LL Contract) and

WHEREAS, on about December 29, 2025, by written submittal, tendered to the City an amendment to its request for approval of SWEPCO’s proposed ES-LL Contract, amending its request by proposing a firm, effective date of February 2, 2026; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SWEPCO’s rates, operations, and services within the municipality;

WHEREAS, SPS proposed to implement its proposed increase in rates effective on February 2, 2026, which is 35 days after SWEPCO submitted its amended request for approval of its ES-LL Contract rate; and

WHEREAS, SWEPCO’s rate request presents a complex set of data detailing SWEPCO’s forecasts of potential demand for electricity and the commensurate infrastructure related to that potential load to serve, e.g., large-load customers such as data centers; and

WHEREAS, SWEPCO’s rate request poses novel issues that raise significant issues regarding the extra demand large-load customers will place on SWEPCO’s electric

system, the costs of additional infrastructure to meet that demand, and which customers should bear the cost of the additional infrastructure; and

WHEREAS, SWEPCO’s request comprises piecemeal ratemaking generally avoided under sound ratemaking principles; and

WHEREAS, given the complexity of the issues presented by SWEPCO’s request for a new tariff, the City will require the assistance of specialized legal counsel and rate experts to review the merits of SWEPCO’s request; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating SWEPCO’s rate requests and changes in tariffs, the City coordinates its efforts with a coalition of similarly situated municipalities known as the Cities Advocating Reasonable Deregulation (“CARD”), to review SWEPCO’s requests to change rates; and

WHEREAS, to the extent SWEPCO seeks review at the Public Utility Commission of Texas of the City’s final decision regarding SWEPCO’s proposed Electric Service – Large Load Contract, or because SWEPCO has submitted a similar request to the Public Utility Commission of Texas for service in the environs of the City and the decision of the Public Utility Commission of Texas will affect rates paid by the City and its citizens who are customers of SWEPCO, and in order for the City’s participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. SWEPCO failed to show that its proposed request is just and reasonable.

Section 3. The City hereby **DENIES** SWEPCO’s request for approval of its tariff, “Electric Service – Large Load Contract” because, among other factors:

- A.** SWEPCO’s request comprises piecemeal ratemaking that precludes a full analysis of whether SWEPCO’s proposed rates result in potential, large-load customers paying their fair share of increases in cost;

- B. SWEPCO's submittal fails to provide sufficient information to justify the terms set forth in its request, and in particular, SWEPCO fails to address, how stranded costs that may result from a departing large-load customer are to be treated;
- C. SWEPCO's proposed new ES-LL Contract rate makes no mention of cost allocation or assigning of these new marginal costs incurred to solely serve the new large-load customers;

Section 4. The City authorizes intervention in proceedings related to SWEPCO's request for approval of a new tariff, the "Electric Service – Large Load Contract," before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Cities Advocating Reasonable Deregulation (CARD).

Section 5. The City hereby orders SWEPCO to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that SWEPCO shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities, through its participation in CARD, related to its rate review or to related proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law.

Section 6. The City Secretary or other appropriate city official shall provide a copy of this Resolution to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Medical Parkway, Austin, Texas 78756 and as a courtesy, provide a copy to SWEPCO's local representative.

Section 7. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of SWEPCO's rate application subject to approval by the City.

Section 8. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SWEPCO for reimbursement.

Section 9. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, either by email to AHerrera@HerreraLawPLLC.com, or to P.O. Box 302799, Austin, Texas 78703, and a courtesy copy to SWEPCO's local representative

Section 10. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 11. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 12. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor

ATTEST:

City Secretary



TO: City Council
DATE: January 15, 2026
ITEM #: 11.A
SUBJECT: Consider approval of an invoice in the amount of \$69,900 to Foster & Foster for actuarial support provided for the discussions with the Fire Pension Board in the development of the Joint Funding Plan as approved by Council on 12-12-25.
(Administration)

Recommendation for Action: Approve the payment of the invoice in the amount of \$69,900 to Foster & Foster for actuarial support provided for the discussions with the Fire Pension Board in the development of the Joint Funding Plan as approved by Council on 12-12-25 and any subsequent invoices for services provided not to exceed a total of \$120,000.

Executive Summary: At the June 12, 2025 City Council meeting, Council approved a contract with Foster & Foster to provide actuarial services as part of the discussions with the Marshall Firefighters' Relief & Retirement Fund Board (Fire Pension Board). As Council will recall, the end result of the work completed with the assistance of Brad Heinrichs, Foster & Foster, culminated with the approval of the Joint Funding Plan, otherwise known as the Actuarially Determined Contribution (ADC) Agreement, by Council at the December 12th City Council meeting.

The motion made in June approved the contract with the base amount of \$23,000, understanding the total of cost all services needed were not known at the time. As such, staff was asked to bring back the item if the cost exceeded \$50,000.

This item is on the agenda as the first invoice from Foster & Foster has been received in the amount of \$69,900, which includes the base amount and billing for services rendered through October 21, 2025. There remains an unknown, outstanding balance due for services through the approval of the agreement with the Pension Board or December 12th. It is anticipated this invoice will be received in the very near future.

This was not a budgeted item. Payment of the invoices will come from Fund Balance

Focus Area(s): This item aligns with the following Council's adopted focus area(s): Investing in our Workforce, Improving Customer Service and Improving Communication.

Budget Cost: \$69,900 YTD.

Staff Contact: Melissa Byrne Vossmer, City Manager

Attachments: None



TO: City Council
DATE: January 15, 2026
ITEM #: 12.A
SUBJECT: Presentation of the City of Marshall Investment Report First, Second and Third Quarters of 2025. (Finance)

Recommendation for Action: No Action Required for Presentation

Executive Summary: This presentation provides an overview of the 2025 1st, 2nd and 3rd Quarter Investment Reports for the City of Marshall in compliance with the Public Funds Investment Act (PFIA). The report details the City's investment portfolio performance, ensuring adherence to safety, liquidity, and yield objectives. Key highlights include portfolio composition, earnings, market conditions, and compliance with PFIA requirements. All investments remain within policy guidelines, with no exceptions to report. The City's portfolio continues to demonstrate prudent financial management, maintaining stability while optimizing returns.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Becky Roseberry, Interim Director of Finance

Attachments: 1. Investment Reports 1st, 2nd and 3rd Quarters 2025

**CITY OF MARSHALL
 QUARTERLY INVESTMENT REPORT
 March 2025 Quarter End**

Safety of principal is the first priority of any public investing portfolio.

Certificates of Deposit Money Markets

US treasury or its agencies the principal and interest of which are unconditionally guaranteed by the United States or the State of Texas.

TEXPOOL OR LOGIC so long as it is rated no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service.

TEXPOOL

Fund	Month	Beg. Balance	Deposits	Withdrawals	Interest	Ending Balance	Ave %
General Fund	01-25	24,650,628	979,817		94,534	25,724,979	4.56
	02-25	25,724,979	1,413,108	1,546,566	85,879	25,677,400	4.39
	03-25	25,677,400	942,789	2,676,221	92,712	24,036,681	4.36
Capital Projects	01-25	1,478,901		1,000,000	2,636	481,537	
	02-25	481,537			1,609	483,146	
	03-25	483,146			1,779	484,925	
Debt Service	01-25	12,018			45	12,063	
	02-25	12,063	950,000	80,814	1,707	882,956	
	03-25	882,956	500,000	297,756	3,682	1,088,882	
Library All Funds	01-25	140,905			526	141,431	
	02-25	141,431			473	141,904	
	03-25	141,904			523	142,427	

Special Revenue	01-25	559,817		2,088	561,905	
	02-25	561,905	149,141	2,073	713,119	
	03-25	713,119		2,625	715,744	
Utility	01-25	5,128,371		19,129	5,147,500	
	02-25	5,147,500		679,748	15,984	4,483,736
	03-25	4,483,736		16,506	4,500,242	
TOTAL TEXPOOL 1st QTR					30,968,901	
LOGIC	03-25		16,000,000	35,172	16,035,172	4.4641

NOTE:Logic opened 3/14/25 and is a Utility Fund

MONEY MARKET

GENERAL FUND CD's Redeemed and Moved to MMA	01-25	3,615,386	1,500,000	8,901	2,124,287	3.30
	02-25	2,124,287		5,303	2,129,590	
	03-25	2,129,590		5,506	2,135,096	

Following is the TEXPOOL market value information for the First Quarter of 2025

	Book Value	Market Value	Net Asset Value	Rating
Month ending 1/31/2025	38,892,922,937	38,899,325,699	1.00012	AAAm
Month ending 2/28/2025	39,023,900,254	39,029,558,913	1.00001	AAAm
Month ending 3/31/2025	37,879,422,851	37,881,284,901	1.00001	AAAm

This report is in compliance with the investment strategy as established for the Investment Portfolio.

It is also in compliance with the PFIA,section 2256.023 (Internal Management Reports.

Melissa Vossmer
City Manager

Rebecca Roseberry
Interim Finance Director

**CITY OF MARSHALL
 QUARTERLY INVESTMENT REPORT
 JUNE 30,2025**

Safety of principal is the first priority of any public investing portfolio.

Certificates of Deposit Money Markets

US treasury or its agencies the principal and interest of which are unconditionally guaranteed by the United States or the State of Texas.

TEXPOOL OR LOGIC so long as it is rated no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service.

TEXPOOL

Fund	Month	Beg. Balance	Deposits	Withdrawals	Interest	Ending Balance	Ave %
General Fund	04-25	24,036,681	866,282	176,221	87,516	24,814,258	4.56
	05-25	24,814,258	1,333,990	1,441,725	93,372	24,799,895	4.39
	06-25	24,799,895	1,092,425	1,237,188	86,127	24,741,259	4.36
Capital Projects	04-25	484,925		-	1,728	486,653	
	05-25	486,653			1,780	488,433	
	06-25	488,433			1,725	490,158	
Debt Service	04-25	1,088,882			3,880	1,092,762	
	05-25	1,092,761		-	3,998	1,096,759	
	06-25	1,096,759	965,000	2,030,778	3,371	34,352	
Library All Funds	04-25	142,426			508	142,933	
	05-25	142,933			523	143,456	
	06-25	143,456			507	143,963	
Special Revenue	04-25	715,745			2,550	718,295	
	05-25	718,295	194,945		2,887	916,127	
	06-25	916,127	68,047		3,356	987,530	
Utility	04-25	4,500,242		-	1,000,000	3,516,159	

05-25	3,516,159	-	12,864	3,529,023
06-25	3,529,023		12,464	3,541,487

TOTAL TEXPOOL 2nd QTR

29,938,748

LOGIC	04-25	16,035,172	58,665	16,093,836	4.4512
Rating AAA	05-25	16,093,836	60,447	16,154,283	4.4223
	06-25	16,154,283	58,556	16,212,840	4.4108

NOTE:Logic opened 3/14/25 and is a Utility Fund

MONEY MARKET

GENERAL FUND	04-25	2,135,096	-	5,711	2,140,807	3.30
CD's Redeemed and moved to MMA	05-25	2,140,807		6,108	2,146,915	
	06/25	2,146,915	1,000,000	5,016	1,151,931	

Following is the TEXPOOL market value information for the First Quarter of 2025

	Book Value	Market Value	Net Asset Value	Rating
Month ending 4/30/2025	36,727,434,003	36,729,605,358	1.00003	AAAm
Month ending 05/31/2025	35,674,292,564	35,673,560,310	0.99996	AAAm
Month ending 06/30/2025	34,339,298,570	34,339,871,114	1.00000	AAAm

This report is in compliance with the investment strategy as established for the Investment Portfolio.

It is also in compliance with the PFIA,section 2256.023 (Internal Management Reports.

Melissa Vossmer
City Manager

Rebecca Roseberry
Interim Finance Director

TOTAL TEXPOOL 3rd QTR

28,098,025

LOGIC	07/25	16,212,840		60,720	16,273,560	4.4097
Rating AAA	08/25	16,273,560		60,737	16,334,296	4.3944
	09/25	16,334,296		58,142	16,392,438	4.3317

NOTE:Logic opened 3/14/25 and is a Utility Fund

MONEY MARKET

GENERAL FUND	07/25	1,151,931	-	3,184	1,155,115	3.30
CD's Redeemed and moved to MMA	08/25	1,155,115	500,000	2,092	657,207	
	09/25	657,207	-	1,699	658,907	

Following is the TEXPOOL market value information for the First Quarter of 2025

	Book Value	Market Value	Net Asset Value	Rating
Month ending 07/31/2025	33,903,594,601	33,901,886,803	0.99994	AAAm
Month ending 08/31/2025	32,939,665,485	32,945,108,157	1.00017	AAAm
Month ending 09/30/2025	33,014,136,027	33,020,098,925	1.00018	AAAm

This report is in compliance with the investment strategy as established for the Investment Portfolio.

It is also in compliance with the PFIA,section 2256.023 (Internal Management Reports.

Melissa Vossmer
City Manager

Rebecca Roseberry
Interim Finance Director



TO: City Council
DATE: January 15, 2026
ITEM #: 12.B
SUBJECT: Presentation of the City of Marshall Financial Report through November 30, 2025. (Finance)

Recommendation for Action: Receive the Financial Report through November 30, 2025.

Executive Summary: Presentation of the Financial Report through November 30, 2025.

Focus Area(s):

Budget Cost:

Staff Contact: Becky Roseberry, Interim Director of Finance

Attachments: 1. November financial report

CITY OF MARSHALL
STATEMENT OF REVENUE & EXPENDITURES
MONTH ENDING NOVEMBER, 2025

90% Complete

PRELIMINARY UNAUDITED

Account Name	ADOPTED BUDGET	REVISED BUDGET	CURRENT MONTH	CURRENT YTD	ENCUMBERED	REMAINING REVISED BUDGET	% of BUDGET REMAINING
REVENUES							
TOTAL GF REVENUES	(25,971,855)	(26,765,846)	(2,415,466)	(26,566,851)	-	(198,995)	0.99
EXPENDITURES							
Total Council	28,458	28,458	1,197	20,301	-	8,157	0.71
Total City Attorney	154,916	159,412	10,894	157,698	15,163	1,714	0.99
Total Payroll/Benefits	309,481	309,481	27,431	246,082	-	63,399	0.80
Total Other Expenses	146,590	161,590	3,943	126,529	20,666	35,061	0.78
Total City Manager	456,071	471,071	31,374	372,611	20,666	98,460	0.79
Total Payroll/Benefits	89,971	90,446	8,491	86,012	-	4,434	0.95
Total Other Expenses	8,875	8,875	-	8,631	-	244	0.97
Total City Secretary	98,846	99,321	8,491	94,644	-	4,677	0.95

Total Payroll/Benefits	515,952	520,143	37,118	434,479	-	85,664	0.84
Total Other Expenses	438,670	654,119	119,646	577,796	68,193	76,323	0.88
Total Finance	954,622	1,174,262	156,764	1,012,275	68,193	161,987	0.86

Total Payroll/Benefits	1,353,529	1,379,713	121,461	1,270,932	-	108,781	0.92
Total Other Expenses	324,038	417,660	8,762	218,223	64,925	198,537	0.52
Total Special Services (Pol	1,677,567	1,797,373	130,223	1,489,155	64,925	307,318	0.83

Total Payroll/Benefits	3,195,263	3,306,448	286,011	2,925,785	-	380,663	0.88
Total Other Expenses	260,696	267,471	58,856	227,213	9,835	41,158	0.85
Total Patrol	3,455,959	3,573,919	344,868	3,152,998	9,835	421,821	0.88

Total Payroll/Benefits	1,795,958	1,890,334	158,925	1,577,189	-	313,145	0.83
Total Other Expenses	79,809	86,509	11,966	74,323	1,059	12,186	0.86
Total Criminal Investigatio	1,875,767	1,976,843	170,891	1,651,512	1,059	325,331	0.84

Total Payroll/Benefits	266,397	266,397	24,743	235,701	-	30,696	0.88
Total Other Expenses	94,169	93,619	6,029	67,230	15,744	26,389	0.72
Total Animal Control	360,566	360,016	30,772	302,931	15,744	57,085	0.84
Total Police	7,369,859	7,708,151	676,753	6,596,596	91,564	1,111,555	0.86

Total Payroll/Benefits	228,460	238,766	21,642	463,615	-	(224,849)	1.94
Total Other Expenses	19,390	12,588	1,079	7,492	212	5,095	0.60
Total Fire Prevention	247,850	251,354	22,721	471,108	212	(219,754)	1.87

Total Payroll/Benefits	5,133,574	5,193,747	448,933	4,593,982	-	599,765	0.88
Total Other Expenses	700,363	791,652	37,714	737,968	15,607	53,684	0.93
Total Fire Suppression	5,833,937	5,985,399	486,647	5,331,950	15,607	653,449	0.89

Total Fire	6,081,787	6,236,753	509,368	5,803,058	15,819	433,695	0.93
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Total Payroll/Benefits	193,736	193,736	7,418	167,877	-	25,859	0.87
Total Other Expenses	2,900	2,900	15	1,199	248	1,701	0.41
Total Public Works Adm.	193,736	193,736	7,418	167,877	-	25,859	0.87

Total Payroll/Benefits	544,765	544,765	48,862	477,761	-	67,004	0.88
Total Other Expenses	1,371,320	1,371,320	12,217	606,998	756,957	764,322	0.44
Total Pub.Works Streets	1,916,085	1,916,085	61,079	1,084,759	756,957	831,326	0.57

Total Public Works Adm & Streets	2,109,821	2,109,821	68,497	1,252,637	756,957	857,184	0.59
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Total Payroll/Benefits	64,382	64,382	5,132	66,871	-	(2,489)	1.04
Total Other Expenses	243,948	243,948	-	27,178	44,397	216,770	0.11
Total Economic Develop & St	308,330	308,330	5,132	94,049	44,397	214,281	0.31
Total Payroll/Benefits	127,975	127,982	10,804	113,650	-	14,332	0.89
Total Other Expenses	92,500	93,925	5,180	29,418	5,925	64,507	0.31
Total Main Street	220,475	221,907	15,984	143,068	5,925	78,839	0.64
Total Payroll/Benefits	145,352	145,352	11,642	125,447	-	19,905	0.86
Total Other Expenses	205,612	254,125	18,202	171,126	32,764	82,999	0.67
Total Memorial City Hall	350,964	399,477	29,844	296,573	32,764	102,904	0.74
Total Payroll/Benefits	95,623	95,623	7,329	77,121	-	18,502	0.81
Total Other Expenses	40,000	62,227	1,487	32,004	8,936	30,223	0.51
Total Toursim	135,623	157,850	8,817	109,125	8,936	48,725	0.69
Total Payroll/Benefits	194,539	194,539	15,227	172,017	-	22,522	0.88
Total Other Expenses	146,180	173,249	4,810	155,717	47,426	17,532	0.90
Total Human Resources	340,719	367,788	20,037	327,735	47,426	40,053	0.89
Total Nondepartmental	2,655,918	2,361,896	515,755	2,731,360	33,797	(369,464)	1.16

Total Payroll/Benefits	701,975	701,975	78,762	647,663	-	54,312	0.92
Total Other Expenses	346,900	363,802	7,597	242,506	13,197	121,297	0.67
Total Parks & Recreation	1,048,875	1,065,777	86,359	890,169	13,197	175,608	0.84
Total Payroll/Benefits	136,157	136,157	10,770	101,595	-	34,562	0.75
Total Other Expenses	67,850	70,952	20,318	64,042	3,072	6,910	0.90
Total Arena	204,007	207,109	31,089	165,637	3,072	41,472	0.80
Total Payroll/Benefits	154,127	154,127	16,761	134,330	-	19,797	0.87
Total Other Expenses	73,550	131,338	2,774	113,850	8,419	17,487	0.87
Total Golf Course	227,677	285,465	19,535	248,180	8,419	37,284	0.87
Total Payroll/Benefits	119,455	119,622	9,462	121,725	-	(2,103)	1.02
Total Other Expenses	26,650	27,180	328	9,883	14,261	17,297	0.36
Total Planning	53,300	54,360	655	19,766	28,522	34,594	0.36
Total Payroll/Benefits	273,395	273,395	22,513	221,244	-	52,151	0.81
Total Other Expenses	48,000	42,400	10,136	14,990	21,601	27,410	0.35
Total Permits/Inspections	321,395	315,795	32,648	236,234	21,601	79,561	0.75
Total Payroll/Benefits	182,723	182,759	15,799	141,050	-	41,709	0.77
Total Other Expenses	11,450	12,420	123	9,058	341	3,362	0.73
Total Code Enforcement	194,173	195,179	15,923	150,108	341	45,071	0.77

Total Payroll/Beefits	69,029	69,030	5,924	62,103	-	6,927	0.90
Total Other Expenses	20,564	23,864	41	21,460	258	2,404	0.90
Total Health	89,593	92,894	5,965	83,563	258	9,331	0.90

Total Payroll/Benefits	171,516	176,196	15,660	155,084	-	21,112	0.88
Total Other Expenses	691,737	795,012	19,954	563,004	69,307	232,008	0.71
Total Facilities Maintenanc	863,253	971,208	35,614	718,087	69,307	253,121	0.74

Total Payroll/Benefits	261,615	263,095	22,448	213,855	-	49,240	0.81
Total Other Expenses	39,600	39,600	(292)	7,449	2,729	32,151	0.19
Total Municipal Court	301,215	302,695	22,156	221,304	2,729	81,391	0.73

Total Payroll/Benefits	194,497	210,211	18,719	174,341	-	35,870	0.83
Total Other Expenses	6,000	6,000	324	917	287	5,083	0.15
Total Admin. Support Serv	200,497	216,211	19,043	175,258	287	40,953	0.81

Total Payroll/Benefits	86,931	86,931	6,947	78,007	-	8,924	0.90
Total Other Expenses	202,315	267,950	30,961	121,059	63,857	146,891	0.45
Total Emergency Manager	289,246	354,881	37,908	199,066	63,857	155,815	0.56

Total Payroll/Benefits	442,807	442,854	34,515	384,727	-	58,127	0.87
Total Other Expenses	175,650	172,741	4,941	122,055	37,945	50,686	0.71
Total Library	618,457	615,595	39,456	506,783	37,945	108,812	0.82

Total Payroll/Benefits	143,547	143,547	5,301	145,235	-	(1,688)	1.01
Total Other Expenses	19,716	19,716	2,650	10,116	15,665	9,600	0.51
Total /Admin.Community	163,263	163,263	7,951	155,351	15,665	7,912	0.95

TOTAL GENERAL FUND	18,819,364	19,284,641	1,760,634	16,486,845	1,315,241	2,797,796	0.85
TOTAL GF REVENUES	(25,971,855)	(26,765,846)	(2,415,466)	(26,566,851)	-	(198,995)	0.99
REVENUES (OVER) EXPENSES			(654,832)	(10,080,006)	1,315,241	2,598,801	

CITY OF MARSHALL
 UTILITY FUND
 STATEMENT OF REVENUES & EXPENDITURES
 NOVEMBER 2025

PRELIMINARY-UNAUDITED

REVENUES	ADOPTED BUDGET	REVISED BUDGET	CURRENT MONTH	CURRENT YTD	ENCUMBERED	REMAINING	
						REVISED BUDGET	% OF BUDGET REMAINING
TOTAL REVENUE	(10,783,033)	(13,790,235)	(854,396)	(13,712,122)	-	(78,113)	0.99
Total Non-Departmental	3,629,020	3,634,915	1,046	3,628,974	33,511	5,941	0.998
Total Payroll/Benefits	332,080	332,080	18,273	293,020	-	39,060	
Total Other Expenses	161,325	205,530	17	157,168	43	48,362	
Total Administration	493,405	537,610	18,290	450,188	43	87,422	0.84
Total Payroll/Benefits	551,479	551,479	47,044	467,426	-	84,053	
Total Other Expenses	1,064,060	2,168,744	148,620	1,414,577	307,557	754,167	
Total Water Production	1,615,539	2,720,223	195,664	1,882,003	307,557	838,220	0.69
Total Payroll/Benefits	1,097,101	1,097,101	114,509	1,210,473	-	(113,372)	
Total Other Expenses	1,363,240	1,552,848	94,867	952,908	101,786	599,940	

Total Water Dist/Coll	2,460,341	2,649,949	209,376	2,163,381	101,786	486,568	0.82
Total Payroll/Benefits	750,969	750,969	63,065	594,432	-	156,537	
Total Other Expenses	977,312	2,375,788	44,888	1,821,201	293,365	554,587	
Total WasteWater Treatment	1,728,281	3,126,757	107,953	2,415,633	293,365	711,124	0.77
Total Payroll/Benefits	523,337	523,337	29,948	334,105	-	189,232	
Total Other Expenses	151,700	416,034	15,519	1,648,711	1,005,964	(1,232,677)	
Total Water Billing	675,037	939,371	45,468	1,982,816	1,005,964	(1,043,445)	2.11
Total Payroll/Benefits	181,410	181,410	5,728	132,650	-	48,760	
Total Engineering	181,410	181,410	5,728	132,650	-	48,760	0.73
TOTAL EXPENDITURES	<u>10,783,033</u>	<u>13,790,235</u>	<u>583,525</u>	<u>12,655,646</u>	<u>1,742,226</u>	<u>1,134,589</u>	<u>0.92</u>
REVENUES				13,053,597			
EXPENDITURES				<u>12,655,464</u>			
Revenue over Expenditures				398,133			



TO: City Council
DATE: January 15, 2026
ITEM #: 12.C
SUBJECT: Discussion and Direction on the review of proposals received for the management of the recruitment of the new City Manager for the City of Marshall.

Recommendation for Action: Determine the role Council would like to play in the review and selection of the executive search firm to conduct the recruitment for the next City Manager.

Executive Summary: With Council direction in November, a Request for Proposals (RFP) was developed to obtain the services of an executive recruitment firm to manage the search for the next City Manager of Marshall. The RFP, copy attached, was developed and was published on the City's website. The RFP was advertised in the Marshall Messenger on December 14th and 28th. In addition, the RFP was sent directly to six firms who have experience recruiting city managers and finally, the RFP was loaded on the Indeed social media website.

The following is the timeline / activities for this process:

RFP Issued: December 8, 2025

- Questions Deadline: 4:00 p.m. January 8, 2026
- Proposal Submission Deadline: 4:00 p.m. January 13, 2026
- Evaluation of Proposals: January 31, 2026
- Proposer Interviews with Council Committee (If necessary): February 5 & 6, 2026
- Contract Award: February 12, 2026
- Onsite interviews with Council and other Stakeholders: Week of February 16, 2026

The timeline / activities provides for Council members to participate, if so desired, whether through a Council Committee or the entire Council. While staff is well able to review, conduct interviews and recommend a recruitment firm, this timeline provides the opportunity for Council to participate in the process from the very beginning. The questions to ask then:

1. Does Council want the staff to manage this process and bring forward a recommendation?
2. If not, then how will the Council be involved?
 - a. Does the entire Council want to be part of this process?
 - b. Does Council want to ask for volunteers for a Council Committee?

As of the development of this agenda item, the number of proposals that will be received is not known as the submission deadline is after the publishing of the agenda. However, I would imagine that the City could possibly receive four or five proposals.

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

Budget Cost: There is no cost associated with this agenda item.

Staff Contact: Melissa Byrne Vossmer, City Manager and Christol Hall, Human Resources Director

Attachments: 1. Updated City Manager RFP_1



Request for Proposals

Executive Recruitment Services for City of Marshall - City Manager

The City of Marshall, TX is seeking proposals from experienced firms to provide executive recruitment services for the recruitment and selection of a City Manager. Included in this Request for Proposals (RFP) are the minimum scope of services for the recruitment and tasks to be completed. **Proposals are due January 13, 2026.**

CITY OF MARSHALL COMMUNITY

Marshall is ideally situated in the heart of East Texas, just two hours east of Dallas, three hours north of Houston, and 45 minutes west of Shreveport. Marshall is part of the tristate region — a socio-economic area comprised of 39 counties and parishes in Texas, Louisiana, and Arkansas. With a City population of 23,676, it serves as the county seat for Harrison County, which has a total population of 66,553.

Major employers in the area include Eastman Chemical Company, Trinity Industries, Marshall Independent School District, Christus Good Shepherd Medical Center, and Blue Cross Blue Shield of Texas. Marshall Independent School District serves over 5,000 Pre-K to 12th-grade students across eight campuses. For those seeking higher education, several colleges and universities are nearby, including East Texas Baptist University, Wiley University, Texas State Technical College, and Panola College-Marshall. Students also commute to Kilgore College in Kilgore, Panola College in Carthage, and Letourneau University and the University of Texas at Tyler, both in nearby Longview.

Designated as a Main Street City, it is also a two-time recipient of the prestigious All-America City Award. The City's downtown area is replete with historic buildings and Texas culture. During the past two decades, the City has allocated millions of dollars toward investing in projects and infrastructure in the downtown area, including investment in retail and restaurants as well as streetscaping efforts to beautify the Downtown Area. Marshall is currently investing over \$5 million in parks upgrades. Marshall's CIP reflects ongoing investments in roads, utilities, buildings, and facilities.

Downtown's Memorial City Hall Performance Center opened in late 2019 after a major renovation. The home of Marshall's municipal government for more than 50 years, the historic building underwent extensive renovations. It is now a fully restored, state-of-the-art, 550-seat performance center with meeting and conference spaces, as well as a performance stage. The complex also houses a veterans' museum. These investments have served as a catalyst for increased economic development and redevelopment in the area.



Marshall is famous for its Wonderland of Lights festival, held each year during the Christmas season and is one of the largest light festivals in the U.S. The City is also home to a wealth of musical entertainment, including Boogie-Woogie, guitar picking and electric jam.

LIST OF CURRENT CHALLENGES

- Implementation of a new ERP financial system
- Building a leadership team (currently three interim Directors positions)
- Major Capital Improvement Projects:
 - \$56 million in Utility systems improvements
 - \$10 million in non-Utility projects
- Organization-wide pay compensation review
- Organizational assessment of Information Technology and development of a 5-year plan
- Update of Marshall Comprehensive Plan
- Review and update of all development related ordinances
- Update of Parks Master Plan

SCOPE OF WORK

The scope of work shall include, but not be limited to, a process, which includes the following:

- Develop Recruitment Plan for the Marshall City Manager
 - Meet with stakeholders to understand the specific requirements and desired qualifications for the position, in addition to characteristics, attributes, and experience needed for the ideal candidate.
 - Consult the City of Marshall on the position's job description, qualifications, and compensation.
 - Establish a timeline for the recruitment process.
- Position Profile Development
 - Develop a position profile brochure that accurately represents the community, the City of Marshall and the position of City Manager.
- Create a Strategic Marketing & Outreach Campaign
 - Use national, regional, and local networks to identify potential candidates.
 - Utilize targeted advertising, professional organizations, and other resources to attract a diverse and qualified pool of applicants.
 - Identify and directly solicit qualified candidates.
- Candidate Screening and Evaluation
 - Conduct preliminary screenings, including a review of candidates' qualifications, work experience, and satisfaction of meeting the minimum requirements.
 - Conduct additional screenings, including background checks, reference checks, and media searches.

- Provide summary reports on background, strengths, and accomplishments of top candidates for semi-finalists consideration.
- Facilitate additional candidate evaluation through one or several of the following techniques that may be selected by the City Council.
 - Develop a unique questionnaire addressing issues the Council gave determined are necessary and appropriate.
 - Professional assessment tools or personal profile testing.
 - Manage an online video response to predetermine questions.
- Facilitate the Interview and Selection Process
 - Coordinate with the City Council to narrow the candidate pool to three (3) to five (5) finalist candidates most qualified to serve as the City Manager
 - Work with finalists in the development of a First-Year Plan and incorporate presentation of the plan into the interview process.
 - Assist with interview scheduling, preparation of interview questions, and facilitation of interviews.
 - Coordinate with finalists on travel arrangements, as needed.
 - Assist with contract negotiations, as needed.
- Post-Hire Support
 - Offer follow-up services to ensure a successful transition for the selected candidate.

PROPOSAL REQUIREMENTS SUBMITTED IN THE FOLLOWING ORDER

- Firm Overview & Qualifications
 - Company background, including size, years in business, and areas of specialization.
 - Description of relevant experience and qualifications in public sector executive recruitment.
- Approach and Methodology
 - Detailed description of how the firm will accomplish the scope of work.
 - Proposed timeline for completing each phase of the recruitment process.
- Key Personnel
 - Names and qualifications of team members who will be assigned to this project.
- References
 - References from recent similar recruitments, including contact information.
- Cost Proposal
 - Detailed breakdown of costs, including professional fees, travel expenses, and any additional charges.
 - Total not-to-exceed amount for the project.



EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Qualifications and experience of the firm and assigned personnel (35 points)
- Approach and methodology (25 points)
- References and success in similar projects (20 points)
- Cost proposal (20 points)

INTERVIEWS

Interviews may be conducted with selected firms to allow the City to further evaluate their experience, approach, ability to collaborate with City staff, and overall understanding of this RFP. If deemed necessary, the City will schedule interviews with selected prospective consultants on **February 5 & 6, 2026**.

PROJECT GOAL

The City's goal is to select a candidate who can begin employment in the late May – June timeframe.

SUBMISSION REQUIREMENTS

- A copy of your current certificate of insurance for professional liability.
- Statement of Conflicts of Interest (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Entity may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- Form CIQ, Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ must be submitted with the response.
- Certification Regarding Lobbying.

PROPOSAL SUBMISSION & CONTACT FOR QUESTIONS

Questions regarding this RFP and proposal submissions must be received no later than **4:00pm on January 8, 2026** and directed to:



Christol Hall
Human Resources Director
City of Marshall
hall.christol@marshalltexas.net

It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposal in jump drive format **and** submit seven (7) hard copies of your proposal of services to the following address by 4:00 p.m. on January 13, 2026:

Attn: Christol Hall
Human Resources Director
City Hall
401 S. Alamo
Marshall TX 75671

Tentative Schedule of Events

- RFQ\RFP Issued: December 8, 2025
- Questions Deadline: 4:00 p.m. January 8, 2026
- Proposal Submission Deadline: 4:00 p.m. January 13, 2026
- Evaluation of Proposals: January 31, 2026
- Proposer Interviews with Council Committee (If necessary): February 5 & 6, 2026
- Contract Award: February 12, 2026
- Onsite interviews with Council and other Stakeholders: Week of February 16, 2026

General Terms & Conditions

- The City of Marshall reserves the right to reject any or all proposals.
- The City of Marshall is not responsible for any costs incurred in the preparation of proposals.
- All submitted materials may become public records subject to disclosure under applicable laws.

Published:

December 14, 2025
December 28, 2025



TO: City Council
DATE: January 15, 2026
ITEM #: 12.D
SUBJECT: Report concerning the Hwy. 80 Cave-in, Repairs and Schedule. (Public Works)

Recommendation for Action:

Executive Summary:

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

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: January 15, 2026
ITEM #: 13.A
SUBJECT: An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above; concerning Project 2400.

Recommendation for Action:

Executive Summary:

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

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: January 15, 2026
ITEM #: 14.A
SUBJECT: Consider approval of a Letter of Intent and Performance Agreement incentives for Project 2400. (Marshall EDC)

Recommendation for Action: Approval of a Letter of Intent and Performance Agreement incentives for Project 2400 as disclosed in Executive Session.

Executive Summary: Marshall EDC is recruiting a prospect for a site location on E End Blvd inside the city limits of Marshall, Texas on property owned by the EDC. The project would require substantial modification to the existing structure and property for the prospect's use. This project falls under site improvements to new or expanded businesses with the guidelines of and regulation of the EDC. This prospect has the potential to add substantial value to the ad valorem value of the property as well as sales tax. This is an ongoing negotiation and as such will be discussed in more detail during the Executive Session. All incentive amounts are paid out of EDC sales tax funds as authorized in 1991 to serve Marshall and the surrounding business community in Harrison County. No City general funds are requested. The EDC is a Type A 501(c)(3) non-profit, non-governmental organization funded through a portion of local sales tax dollars. EDCs were established through the State of Texas Development Corporation Act of 1979, with regulations outlined in Chapters 501, 502, 504, and 505 of the Texas Local Government Code.

Funding Request:

Total Request Amount: None
Source of Funds: None
Required Approvals: MED Board (1/15/2026), City Council (Requested)

Additional materials will be provided to the City Manager's Office for discussion in Executive Session.

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

Budget Cost: None

Staff Contact: Rush Harris, Executive Director, MED

Attachments: None